

## CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified as

\_\_\_\_\_  
[PROPERTY NAME, ADDRESS, UNIT NUMBER]

Owner and Resident agree as follows:

1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in drug-related criminal activity, on or off the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).
2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises).
3. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises.
4. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in any violent criminal activity on or near the premises. "Violent criminal activity" means criminal activity that has an element the use, attempted use, or threatened use of physical force against the person or property of another, or any other offense that is a felony and that, by its nature, involves a substantial risk that physical force against the person or property of another may be used in the course of committing the offense (18 U.S.C. 16).
5. Notwithstanding any other provision of this lease addendum, this lease addendum shall not be interpreted or construed to prohibit the possession and personal use of cannabis as authorized in the Illinois Compassionate Use of Medical Cannabis Program Act (410 ILCS 130/1, et seq.), as amended, or the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1, et seq.), as amended.
6. Notwithstanding any other provision of this lease addendum, this lease addendum shall be interpreted and enforced in accordance with Section 5/3-102 of the Illinois Human Rights Act, as amended (775 ILCS 5/3-102). Without limiting the foregoing, and notwithstanding any other provision of this lease addendum, an arrest record, as defined under Section (B-5) of Section 1-103 of the Illinois Human Rights Act, as amended (775 ILCS 1-103(B-5)) shall not be evidence of a violation of this lease addendum. Section (B-5) of Section 1-103 of the Illinois Human Rights Act defines "arrest record" as: (1) an arrest not leading to a conviction; (2) a juvenile record; or (3) criminal history record information ordered, expunged, sealed, or impounded.

7. Notwithstanding any other provision of this lease addendum, this lease addendum shall be interpreted and enforced in accordance with Section 1-2-1.5 of the Illinois Municipal Code, as amended (65 ILCS 5/1-2-1.5). A resident (tenant) will not be in violation of this lease addendum and will not be penalized based upon (a) contact made to the police or other emergency services, if (i) the contact was made with the intent to prevent or respond to domestic violence or sexual violence; (ii) the intervention or emergency assistant was needed to respond to or prevent domestic violence or sexual violence; or (iii) the contact was made by, on behalf of, or otherwise concerns an individual with a disability and the purpose of the contact was related to that individual's disability; (b) an incident or incidents of actual or threatened domestic violence or sexual violence against a resident (tenant), household member, or guest occurring in the rental unit or on the premises; or (c) criminal activity or a local ordinance violation occurring in the rental unit or on the premises that is directly relating to domestic violence or sexual violence, engaged in by a resident (tenant), member of a resident's household, guest, or other party, and against a resident, household member, guest or other party.
8. A resident who is an innocent party or the victim of a crime, including, but not limited to, actual or threatened domestic violence or sexual violence, will not be in violation of this lease addendum. Nothing in this lease addendum prohibits the eviction of the perpetrator of domestic violence, sexual violence or other criminal activity specified in this lease addendum. A resident (tenant) is encouraged to report crimes without fear of his/her status as a resident (tenant).
9. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
10. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
11. This LEASE ADDENDUM is incorporated into the lease executed or renewed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Owner and Resident.

Date:

Resident Signature

Date:

Property Manager's Signature