

CRIME FREE, NUISANCE FREE, LEASE ADDENDUM

For the rental unit located at: _____
(address), Villa Park, Illinois 60181

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease Owner (*or Owner's agent or representative*) and Tenant(s) agree as follows:

1. Tenant, any member of the Tenant's household, a guest or associate (whether invited or uninvited) of the Tenant or a member of the Tenant's household, or any person in the unit or guest of Tenant, shall not:
 - A. Engage in or anyway be involved in any nuisance activity or behavior on the leased property;
 - B. Engage in the unlawful manufacturing, selling, using, storing, keeping, selling or giving of a controlled substance at any location whether in, at, on, or near the property.
 - C. Engage in any act intended to facilitate or that does facilitate nuisance activity on the property or common grounds identified in the lease.
 - D. Cause an unreasonably high number of calls for police service including, but not limited to, noise complaints, barking dog complaints, stray animal complaints, juvenile complaints or other nuisance complaints.
 - E. Cause an injurious situation that jeopardizes the health and safety of any citizen whether on or near the property identified in the lease.

2. Tenant or any member of Tenant's household shall not:
 - A. Engage in or any way be involved in any nuisance or criminal activity or behavior in the Village limits of Villa Park.
 - B. Engage in any act intended to facilitate or that does facilitate nuisance activity or criminal activity in the Village limits of Villa Park.

3. Nuisance activity for Sections 1 and 2 are defined as any behavior or conduct that meets the definition of any Village ordinance, or misdemeanor or felony offense as described in the Illinois Compiled statutes now or as may be amended, including but not limited to:
 - (1) Disorderly conduct as defined in 720 ILCS 5/26-1
 - (2) Unlawful use of weapons as defined in 720 ILCS 5/24-1 *et seq.*
 - (3) Mob action as defined in 720 ILCS 5/25-1
 - (4) Discharge of a firearm as defined in 720 ILCS 5/24-1.2 and 1.5
 - (5) Gambling as defined by 720 ILCS 5/28-1

- (6) Possession, manufacture, or delivery of controlled substances as defined by 720 ILCS 570/401 *et seq.*
 - (7) Public indecency as defined by 720 ILCS 5/11-9.
 - (8) Assault or battery or any related offense as defined in 720 ILCS 5/12-1 *et seq.*
 - (9) Sexual abuse or related offense as defined in 720 ILCS 5/12-15 *et seq.*
 - (10) Prostitution as defined in 720 ILCS 5/11-14 *et seq.*
 - (11) Criminal damage to property as defined in 720 ILCS 5/21-1 *et seq.*
 - (12) Possession, cultivation, manufacture, or delivery of cannabis as defined in 720 ILCS 550/1 *et seq.*
 - (13) Illegal consumption or possession of alcohol as defined in 235 ILCS 5/1 *et seq.*
 - (14) Criminal street gang activity, as defined by 740 ILCS 147/10.
 - (15) Activity that constitutes a violation of a felony, or Class A misdemeanor pursuant to a federal or Illinois statute.
 - (16) A violation of Chapter 15, Article VI of the Village Code regulating noise.
 - (17) A violation of Chapter ___ of the Village Code adopting Class A misdemeanors under Illinois State Statutes.
4. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY. A single violation of any provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease. Any violation of the above provisions will still be considered a violation regardless of whether or not the Tenant could not control the behavior of other occupants of the unit could not foresee, or did not have knowledge of the violation. It is understood and agreed that a single violation shall be good cause for IMMEDIATE termination of the lease under the Illinois Compiled Statutes. Unless otherwise provided by law, proof of violation shall not require criminal conviction, BUT SHALL BE BY PREPONDERANCE OF THE EVIDENCE. Preponderance of the evidence can be determined by but not limited to a police report, police citations, information received from the police department or a police officer, or any observations made by the landlord or his agent.

5. Tenant consents to venue in any court within the county wherein the unit is located in the event Owner initiates legal action against the Tenant. Tenant hereby waives any objection to any venue chosen by the owner against Tenant.
6. Tenant agrees that service of process of any legal proceeding, including, but not limited to, a special detainer or forcible detainer action, or service of any notice to Tenant, shall be effective and sufficient of purpose of providing legal service and conferring personal jurisdiction upon any Illinois court as to any tenant, co-signer, occupant or guarantor, if waived upon any occupant or other person of suitable age and discretion who is present at the premises and residing therein, notwithstanding the fact that a Tenant, co-signer occupant or guarantor may reside at a different agreement regarding service is in addition to, and not in lieu of, any manner of service authorized under Illinois law or rule. By signing this lease, the undersigned hereby waives any objection to service carried out under the terms of this Agreement. This provision shall be effective for any extension, renewal or modification of the Initial Case.
7. In case of the conflict between the provisions of this Addendum and any other provisions of the leases, the provisions of the Addendum shall govern.
8. This CRIME FREE, NUISANCE FREE, LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Tenant.

Landlord/Owner/or Agent Signature

Tenant Signature

Tenant Signature

_____, Villa Park, Illinois 60181
Property Address and Unit #

Date: _____