

## Crime Free Housing Lease Provision

### Prohibition against criminal activity

1 The Tenant, any member of the tenant's household, Tenant's guest(s), and any person under Tenant's control shall not engage in or facilitate criminal activity within the Village limits of Mount Prospect, which includes the leased premises, at

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2 The Tenant, any **member of the tenant's household**, Tenant's guest(s), and **any person under Tenant's control** shall not permit the leased premises to be used for, or to facilitate, criminal activity, regardless or whether the individual engaging in such activity is a member of the household, or a guest.

3 The Tenant, any **member of the tenant's household**, Tenant's guest(s), and **any person under Tenant's control** shall not engage in or facilitate any breach of the lease agreement that jeopardizes the health, safety, and welfare of the landlord, his agent, or other tenant, or involves imminent or actual serious property damage.

4 The Tenant is vicariously **liable for the criminal activity of any member of the Tenant's household, Tenant's guest(s), and any person under Tenant's control**, whether or not the Tenant had knowledge of the activity or whether or not the household member or guest was under the Tenant's control.

5 One or more violations of subsections 1, 2 or 3 of this Lease Section constitute a substantial violation and a material noncompliance with the Lease. Any such violation is grounds for termination of tenancy from the leased premises. Unless otherwise required by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence

6. A Tenant 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 Crime Free Lease Provision. Nothing in this Provision prohibits the eviction of the perpetrator of the domestic violence, sexual violence, or other criminal activity. **A TENANT IS ENCOURAGED TO REPORT CRIMES WITHOUT FEAR OF HIS/HER STATUS AS A TENANT**

7. A Tenant will not be in violation of this Crime Free Lease Addendum and it shall not constitute a public nuisance under the Village Code based on the following:

a) Contact made to the police or seeking 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 assistance 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 the tenant, household member, or guest occurring in the rental unit or on the premise; 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 tenant, member of a tenant's household, guest, or other party, and against a tenant, household member, guest or other party.

8. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.

For purposes of this Lease Section, the meaning of criminal activity shall include: Homicide, Child Pornography, Soliciting for a Prostitute, Pandering, Keeping a Place of Prostitution, Harmful Material to Minors, Mob Action, Bodily Harm, Theft, Possession of Explosives or Incendiary Devices, Deadly Weapons, Prostitution, Interference with Public Officers, Disorderly Conduct, Gambling, Purchase or Acceptance of Gift of Liquor by Persons Under Age 21, Prohibited Sales and Possession of Alcohol, any offense defined and prohibited by the Illinois Controlled Substances Act or the Cannabis Control Act, Inchoate Offenses, Criminal Street Gang Activity, as defined by 740 ILCS 147/10, Any offense that constitutes a felony under the Criminal Code of 1961, 720 ILCS 5/1-1 et seq., including, but not limited to, those set forth above and any offense defined and prohibited by Articles I through VIII of Chapter 23, "Offenses and Miscellaneous Regulations" of the Village Code.

This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

\_\_\_\_\_ Date: \_\_\_\_\_  
Resident Signature

\_\_\_\_\_ Date: \_\_\_\_\_  
Property Manager/Owner's Signature  
Property Name/Location \_\_\_\_\_  
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