

**CRIME-FREE HOUSING LEASE PROVISION**  
Prohibition Against Criminal Activity on Premises

- 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 on the leased premises or on Lessor's property, which includes the leased premises, at\_\_\_\_\_.
- 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 of 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 and eviction 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) In case of conflict between the provisions of this addendum and any other provision of the lease, the provisions of this addendum shall govern.
- 7) For purposes of this Lease Section, criminal activity shall mean:
  - a) Any offense defined and prohibited by Article 9 (Homicide) of the Criminal Code of 2012, 720 ILCS 3/0-1, et seq.
  - b) Any offense defined and prohibited by Article 19 (Kidnapping and related offenses) of the Criminal Code of 2012, 720 ILCS 5/10-1, et seq.
  - c) Any offenses defined and prohibited by Article 11 (Sex Offenses), Subdivision 15 (Prostitution Offenses) of the Criminal Code of 2012, 720 ILCS 5/11-14, et seq.
  - d) Any offense defined and prohibited by Article 12 (Bodily Harm) of the Criminal Code of 2012, 720 ILCS 5/12, et seq.
  - e) Any offense defined and prohibited by Article 16 (Theft) of the Criminal Code of 2012, 720 ILCS 5/16-1, et seq.
  - f) Any offense defined and prohibited by Article 20-2 (Possession of Explosives or Incendiary Devices) of the Criminal Code of 2012, 720 ILCS 5/20-2, et seq.
  - g) Any offense defined and prohibited by Article 21-1 (Damage and Trespass to Property) of the Criminal Code of 2012, 720 ILCS 5/21-1, et seq.
  - h) Any offense defined and prohibited by Article 24 (Deadly Weapons) of the Criminal Code of 2012, 720 ILCS 5/24-1, et seq.
  - i) Any offense defined and prohibited by Article 25 (Mob Action) of the Criminal Code of 2012, 720 ILCS 5/25-1, et seq.
  - j) Any offense defined and prohibited by Article 26 (Disorderly Conduct) of the Criminal Code of 2012, 720 ILCS 5/26-1, et seq.

- k) Any offense defined and prohibited by Article 28 (Gambling) of the Criminal Code of 2012, 720 ILCS 28-1, et seq.
  - l) Any offense defined and prohibited by Article 31 (Interference with Public Officers) of the Criminal Code of 2012, 720 ILCS 5/31-1, et seq.
  - m) Any offense defined and prohibited by Section 37-1 (Maintaining Public Nuisance) of the Criminal Code of 2012, 720 ILCS 5/37-1.
  - n) Any offense defined and prohibited by Section 6-16 (Prohibited Sales and Possession) or Section 6-20 (Transfer, Possession, and Consumption of Alcoholic Liquor; Restrictions) of the Liquor Control Act of 1934, 235 ILCS 5/6-16 and 5/6-20.
  - o) Any offense defined and prohibited by the Cannabis Control Act, 720 ILCS 550/1, et seq.
  - p) Any offense defined and prohibited by the Illinois Controlled Substances Act, 720 ILCS 570/1, et seq.
  - q) Any inchoate offense defined and prohibited by Article 8 (Inchoate Offenses) of the Criminal Code of 2012, 720 ILCS 5/8-1, et seq., which is relative to the commission of any of the aforesaid principal offenses.
  - r) Any offense that constitutes a felony under state or federal law or Class A misdemeanor under state law.
- 8) The Tenant shall be entitled to the affirmative defense set forth in Section 9-106.2 of the Forcible Entry and Detainer Act, 735 ILCS 5/9-106.2, regarding domestic or sexual violence as those terms are defined in Section 10 of the Safe Homes Act, 765 ILCS 750/10, as amended, stalking as that term is defined in the Criminal Code of 2012, 720 ILCS 5/12-7.3, and dating violence, and Section 9-106.2 is incorporated herein by reference as though fully set forth.
- 9) Pursuant to 65 ILCS 1-2-1.5, as amended, no tenant, landlord, guest, neighbor, or other individual shall be penalized for the following:
- 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 of 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 a tenant, household member, or guest occurring in the dwelling unit or on the premises; or
  - c) criminal activity or a violation of this code occurring in the dwelling 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.

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

\_\_\_\_\_  
 Tenant Signature Date: \_\_\_\_\_

\_\_\_\_\_  
 Owner/Property Manager Signature Date: \_\_\_\_\_

Property Name/Location \_\_\_\_\_  
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