

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 Schaumburg, 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 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 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 as considered on a case by case basis.
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. For purposes of this Lease Section, the meaning of criminal activity shall include:
 - A. Any offense defined and prohibited by article 9 (homicide) of the criminal code of 1961, 720 Illinois Compiled Statutes 5/9-1 et seq.
 - B. Any offense defined and prohibited by article 10 (kidnapping and related offenses) of the criminal code of 1961, 720 Illinois Compiled Statutes 5/10-1 et seq.
 - C. Any offenses defined and prohibited by Section 11-14 (Prostitution), Section 11-14.1 (Soliciting Prostitution), Section 11-14.3 (Promoting Prostitution – pandering, keeping a place of prostitution), Section 11-20.1 (Child Pornography), or Section 11-21 (Harmful Material to Minors) of the Criminal Code of 1961, 720 ILCS 5/11-14, 5/11-14.1, 5/11-14.3, 5/11-20.1, and 5/11-21.
 - D. Any offense defined and prohibited by article 12 (bodily harm) of the criminal code of 1961, 720 Illinois Compiled Statutes 5/12 et seq.
 - E. Any offense defined and prohibited by article 16 (theft) of the criminal code of 1961, 720 Illinois Compiled Statutes 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 1961, 720 Illinois Compiled Statutes 5/20-2 et seq.
 - G. Any offense defined and prohibited by article 24 (deadly weapons) of the criminal code of 1961, 720 Illinois Compiled Statutes 5/24-1 et seq.

- H. Any offenses defined and prohibited by article 25 (mob action) of the criminal code of 1961, 720 Illinois Compiled Statutes 5/25-1 et seq.
- I. Any offense defined and prohibited by section 26-2 (disorderly conduct) of the criminal code of 1961, 720 Illinois Compiled Statutes 5/26-1 et seq.
- J. Any offense defined and prohibited by article 28 (gambling) of the criminal code of 1961, 720 Illinois Compiled Statutes 5/28-1 et seq.
- K. Any offense defined and prohibited by article 31 (interference with public officers) of the criminal code of 1961, 720 Illinois Compiled Statutes 5/31-1 et seq.
- L. Any offense defined and prohibited by section 6-16 (prohibited sales and possession) or section 6-20 (purchase or acceptance of gift of liquor by persons under age 21) of the liquor control act of 1934, 235 Illinois Compiled Statutes 5/6-16 and 5/6-20.
- M. Any offense defined and prohibited by the Illinois controlled substances act, 720 Illinois Compiled Statutes 570/100 et seq.
- N. Any offense defined and prohibited by the cannabis control act, 720 Illinois Compiled Statutes 550/1 et seq.
- O. Any offense that constitutes a felony under the criminal code of 1961, 720 Illinois Compiled Statutes 5/1-1 et seq., including, but not limited to, those set forth above.
- P. Any offense that constitutes a misdemeanor as defined in the Illinois Criminal Code of 1961, 720 ILCS 5/1-1 et seq., or any similar offense under this Village Code.
- Q. Any inchoate offense defined and prohibited by article 8 (inchoate offenses) of the criminal code of 1961, 720 Illinois Compiled Statutes 5/8-1 et seq., which is relative to the commission of any of the aforesaid principal offenses.
- R. Any offense defined and prohibited by the Illinois Methamphetamine Control and Community Protection Act, 720 ILCS 646/1, et seq
- S. Any offense defined and prohibited by Title 13, “General Offenses”, of this Code.
- T. An unreasonably high number of calls for police service, including, but not limited to, calls related to public nuisance activities, which reasonably indicate, when compared to other similar properties in the Village, that the activity at this property is out of character for the area and is impacting the quality of life of those in the area.
- U. Public Nuisances exclude, pursuant to Section 1-2-1.5 of the Illinois Municipal Code, 65 ILCS 5/1-2-1.5:
 - 1) contacts made to police or other emergency services a) with intent to prevent or respond to domestic violence or sexual violence; or b) where intervention or emergency assistance was needed to respond to or prevent domestic violence or sexual violence; or c) contacts made by, on behalf of, or otherwise concerns an individual with a disability, for a purpose related to that individual’s disability; or
 - 2) An incident or incidents of actual or threatened domestic violence or sexual violence against a tenant, household member, or guest occurring within the Village of Schaumburg); or
 - 3) Public nuisances (which includes criminal activity or a local ordinance violation as defined in 65 ILCS 5/1-2-1.5) occurring in the Village of Schaumburg that is directly related to domestic 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.
 - 4) Not excluded under the circumstances described above are violations of Section 15.2 of the Emergency Telephone System Act, 50 ILCS 750/15.2, Article 26 (Disorderly Conduct) of the Criminal Code of 2012, 720 ILCS 5/26-1 et seq., and Article IX (Forcible Entry and Detainer) of the Code of Civil Procedure, 735 ILCS 5/9-101 et seq.

8. 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.

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

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 _____
