

## **LANDLORD-TENANT LEASE ADDENDUM**

This addendum to the lease executed by and between \_\_\_\_\_ as Owner/Landlord and \_\_\_\_\_ as Tenant(s) for leasing of the property at \_\_\_\_\_, Aurora, Illinois, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and includes the following provisions which are hereby agreed, incorporated into and made a part of said lease:

### **NOTICE OF CITY OF AURORA ORDINANCES**

The City of Aurora has enacted the following in its Code of Ordinances:

- (1) Chapter 29, Article VII—Criminal Nuisance Abatement: This ordinance prohibits criminal nuisance activity on properties located within the corporate limits of the City of Aurora;
- (2) Chapter 29, Article VIII—Noise Abatement: This ordinance prohibits unreasonably loud or raucous noise within the corporate limits of the City of Aurora; and
- (3) Chapter 12, Article IV—Property Maintenance: This ordinance requires that properties within the City of Aurora be properly managed and maintained.

Any violations of the above ordinances or any other federal, state, or local criminal, nuisance, or property maintenance statutes, regulations, or ordinances may result in the EVICTION of the tenant who committed, allowed, or facilitated the violation.

Tenants and all persons who reside in the leased premises, by assuming possession of the same, agree that the landlord or his agents may release to the Police Department, Law Department, or the Division of Property Standards any information concerning the identity of all occupants.

Tenants who fail to provide the landlord the names of individuals who will be temporarily residing at the residence more than seven (7) consecutive calendar days may be subject to EVICTION.

### **CRIME FREE AGREEMENT**

In consideration of the execution or renewal of a lease of the rental unit identified in this lease, Owner (or Owner's agent or representative) and Resident/Tenant agree as follows:

1. Tenant, any member of the Tenant's household, a guest or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by the Tenant or a member of Tenant's household, shall not engage or in any way be involved in, any criminal

activity, including drug related criminal activity, on or near the said premises. Criminal activity shall include, but is not limited to, drug-related criminal activity. "Drug-related criminal activity" means illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance, cannabis or methamphetamine (as defined in the Illinois Compiled Statutes).

2. Tenant, any member of the Tenant's household, a guest, or invitee at the unit, or on the common grounds, or any person in the unit or on the common grounds invited there in any way by the Tenant or a member of the Tenant's household shall not engage in any act intended to facilitate or that does facilitate criminal activity, including drug-related criminal activity, or on the said property.
3. Tenant, and every member of the household shall not permit the rental unit to be used for criminal activity, or to facilitate criminal activity, in the unit or on the common grounds, including drug-related criminal activity, regardless of whether the individual engaging in such activities is a member of the household, a guest or invitee, and regardless of whether the Tenant is present during any such offense.
4. Tenant, and members of the Tenant's household, a guest, or invitee in the unit or on the common grounds invited there in any way by Tenant or a member of Tenant's household, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance, cannabis, or methamphetamine at any location whether in, at, on, or near the property.
5. Tenant, any members of the Tenant's household, a guest, or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by the Tenant or a member of the Tenant's household, shall not engage in any illegal activity, including prostitution as defined in the Illinois Compiled Statutes, criminal street gang activity as defined in the Illinois Compiled Statutes, threatening or intimidating as prohibited in the Illinois Compiled Statutes, assault as prohibited in the Illinois Compiled Statutes, including but not limited to the unlawful discharge of firearms on or near the dwelling unit or common grounds, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other Tenants or involving imminent or actual serious damage as defined in the Illinois Compiled Statutes.
6. Owner/Landlord/Agent has conducted a criminal background investigation on prospective Tenants prior to occupying any rental dwelling unit. For existing Tenants with a written lease signed prior to October 31, 2008, a criminal background investigation is required at time of renewal.
7. 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, PROVIDED, HOWEVER, A TENANT SHALL NOT BE RETALIATED AGAINST NOR EVICTED WHEN MERELY A VICTIM OR ANY CRIMINAL ACT PROHIBITED HEREIN, BUT SHALL BE RESPONSIBLE FOR THE ACTS OF HIS/HER GUESTS AND HOUSEHOLD MEMBERS. A single violation of any of the provisions hereof shall be deemed a serious violation and

material non-compliance with the lease. 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 A PREPONDERANCE OF THE EVIDENCE. Tenant consents to venue in any justice court precinct 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 Owner. To the extent permitted by law, 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 for purposes of providing legal service and conferring personal jurisdiction upon any Illinois court as to any tenant, co-signor, occupant or guarantor, if served 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-signor, occupant or guarantor may reside at a different location other than the property address described in the lease agreement. This 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.

LANDLORD/OWNER/AGENT SIGNATURE

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ALL TENANT(S) AND/OR OCCUPANTS  
SIGNATURE OVER THE AGE OF 18

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