

## **LANDLORD-TENANT LEASE ADDENDUM AND CRIME FREE AGREEMENT**

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

### **I. CRIME FREE AGREEMENT**

1. In consideration for the execution/renewal of a lease of a rental unit identified herein, Owner/Landlord (or said party's agent or representative) and Tenant/Resident(s) agree as follows:
  - a. Tenant/Resident, any member of said household, and/or any guest or other person under Tenant/Resident's control, **shall not:**
    - i. Engage in any criminal activity, including drug-related criminal activity, on or off the property. "Drug-related criminal activity" shall include, but not be limited to, the illegal manufacture, sale, distribution, use, possession, and possession with intent to manufacture, sell, distribute, or use an illegal controlled substance, cannabis, or methamphetamine.
    - ii. Engage in the unlawful selling, using, storing, keeping, or giving of a controlled substance, cannabis, or methamphetamine at any location, whether in, at, on, or near the property.
    - iii. Engage in any act intended to facilitate criminal activity, or permit the dwelling unit to be used for criminal activity, regardless of whether the individual engaging in such activity is a member of the household, guest, or otherwise under the control of Tenant/Resident.
    - iv. Permit the rental unit to be used for criminal activity or to facilitate criminal activity. This includes criminal activity either in the units or on the common grounds, regardless of whether the individual engaging in the activities is a resident of the premises, a guest or invitee, and regardless of whether the Tenant/Resident is present during any such offense.
    - v. Shall not engage in any illegal activity, including prostitution, street gang activity, threatening or intimidating, assault (including, but not limited to, the illegal discharge of a firearm on or near the dwelling unit or common grounds), or any other breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the Owner/Landlord, their

agent, tenants, or involving imminent or actual serious damage as defined in the Illinois Compiled Statutes and local ordinances.

2. Tenant/Resident's violation of any of the above provisions will be deemed a material and irreparable violation of the lease and thereby constitute good cause for termination of tenancy. A single violation will be held as alone sufficient to establish good cause for immediate termination of the lease under the Illinois Compiled Statutes. Unless the law provides otherwise, proof of a violation will not require a criminal conviction but rather will be established by the preponderance of the evidence. Tenant/Resident authorizes Owner/Landlord to use police generated reports against Tenant/Resident for any such violation as reliable direct evidence, and/or as a business record as a hearsay exemption, in all eviction hearings. Tenant/Resident shall not be retaliated against nor evicted when said individual is a victim of any criminal act prohibited herein. However, notwithstanding, this does not absolve Tenant/Resident of responsibility for the actions of their guests or other household members.
3. By entering into this agreement, Tenant/Resident consents to venue in any court within the county wherein the unit is located in the event that Owner/Landlord pursues legal action against Tenant/Resident. Accordingly, Tenant/Resident hereby waives all objections related to venue.
4. To the extent permitted by law, Tenant/Resident agrees that service of process of any legal proceeding or service of any other notice shall be sufficient for proving legal service and conferring personal jurisdiction upon any Illinois Court as to Tenant/Resident, or any co-signor, occupant or guarantor, so long as service is made upon an individual of suitable age and discretion who is present at the subject premises and residing therein. This service requirement shall be construed as additional, not in lieu of, any manner of service set forth under Illinois law or rule.
  - a. Landlord shall incorporate the first and last names of all individuals who will reside or operate business at the relevant property during the term of the lease. As a condition of the lease, Tenant/Resident will also be required to provide written notice, including the first and last names, of any individual(s) who will be temporarily residing at the subject property for more than seven (7) consecutive days.

## **II. NOTICE OF VILLAGE OF MONTGOMERY ORDINANCES**

1. It is the obligation of all individuals to be aware of and abide by the provisions contained within the Village of Montgomery's Code of Ordinances. However, the following provisions are especially important to be aware of with respect to the leasing of property. The most frequently encountered provisions are reproduced in pertinent part below:
  - a. Excessive Garbage/Debris on Property is prohibited. [Section 9-6].

- b. Inoperable Vehicles on Public or Private Property is prohibited [Section 11-72] except when housed in a fully enclosed building and not visible.
- c. No Parking on Roadways during or immediately following snowfall greater than 2.” [Section 11-43].
- d. Noise Control Regulation. [Section 12-39].

(b) Day hours. No person shall cause or allow the emission of sound during daytime hours (7:00 a.m. to 10:00 p.m.) from any noise source to any receiving residential land which exceeds 60 dBA when measured at any point within such receiving residential land, provided, however, that point of measurement shall be on the property line of the complainant.

(c) Night hours. No person shall cause or allow the emission of sound during night time hours (10:00 p.m. to 7:00 a.m.) from any noise source to any receiving residential land which exceeds 55 dBA when measured at any point within such receiving residential land, provided, however, that point of measurement shall be on the property line of the complainant.

- e. Animals.

Number of Animals. [Section 4-4]. Up to four domestic animals are allowed, not to exceed two dogs or two cats, or two from any one species.

Animals At Large. [Section 4-8]. No owner or keeper of a domestic animal shall allow the animal to escape from the confines of their property and run within the village. Animals such as chickens, geese and turkeys are only allowed in areas properly zoned.

- f. No Parking Across the Sidewalk. [Section 17-1].
- g. Leaf Burning. Articles such as leaves, paper, treated building materials, cardboard, grass, rags, garbage, garden trash and/or similar materials may not be burned within the corporate limits of the village. However, the open burning of tree limbs, twigs or non-treated wood building materials for domestic fireplaces, camp fires, cooking or religious purposes is allowed. [Section 12-27].
- h. Grass or weeds in excess of eight inches of height is prohibited. [Section 18 ½-31]
- i. The distribution, possession, manufacturing, construction, or display of fireworks within the Village is prohibited without first having obtained a permit [Section 8 ¼].

The International Property Maintenance Code of 2021, which has also been adopted by the Village, establishes the following with regard to external property maintenance:

- j. All external property and premises shall be maintained in a clean, safe, and sanitary condition. [Section 302.1]
- k. All sidewalks, walkways, stairs, driveways, parking spaces, and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions. [Section 302.3].
- l. All accessory structures, including detached garages, fences, and walls, shall be maintained structurally sound and in good repair. [Section 302.7].

Please be advised that a violation of the Village of Montgomery Code of Ordinances, including, but not limited to, the above-cited provisions, or any federal, state, or local statutes regarding the same, may result in the eviction of any Tenant/Resident who committed, allowed, or facilitated the violation.

- 2. Tenant/Resident(s) and all persons who reside within the leased premises, by assuming possession of the same, agree that the Owner/Landlord or their agents may release to the Police Department or Village and information containing the identity of all occupants.

### **III. ADDITIONAL PROVISIONS**

- 1. In the case of any conflict between the provisions of this addendum and any provisions of the lease, the provisions of this addendum shall govern.
- 2. This Lease Addendum is hereby incorporated into the lease or any renewals thereof, executed or renewed at any time between Owner/Landlord and Tenant/Resident.

**OWNER/LANDLORD SIGNATURE**

**ALL TENANT(S) AND/OR  
RESIDENTS 18 YEARS OR OLDER  
SIGNATURE**

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