



# Village of Round Lake Beach Police Department



David Hare  
Chief of Police

Richard H. Hill  
Mayor

## Crime Free Lease Addendum

For the rental unit located at:

\_\_\_\_\_ (address) Round Lake Beach, IL 60073 ("Subject Property")

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

1. Tenant, any member of the Tenant's household, a guest or associate (whether invited or uninvited) of the Tenant or member of the Tenant's household, or any person in the unit or guest of Tenant on a common grounds, shall not:

- A. Engage in or anyway be involved in any criminal activity or behavior on the Subject Property.
- B. Engage in the unlawful manufacturing, selling, using, storing, keeping, selling or giving a controlled substance at any location whether in, at, on, or near the Subject Property.
- C. Engage in any act intended to facilitate or that does facilitate criminal activity on the Subject Property or common grounds identified in the lease.
- D. Cause an unreasonably high number of calls for police service including, but not limited to, noise complaints, barking dog complaints, stray animal complaints, juvenile complaints or other public complaints to or regarding the Subject Property.
- E. Cause an injurious situation that jeopardizes the health and safety of any citizen whether on or near the Subject Property identified in the lease.
- F. Keep the Subject Property in disrepair or in such a condition that it is not in compliance with the Property Maintenance Code of the Village of Round Lake Beach.

2. Tenant or any member of Tenant's household shall not:

- A. Engage in or anyway be involved in any criminal activity or behavior in the village limits of Round Lake Beach.
- B. Engage in any act intended to facilitate or that does facilitate criminal activity in the village limits of Round Lake Beach.

3. It shall be a violation of the Lease if the police have responded one time or more times to the Subject Property and have found any of the following nuisance activities or multiple instances of nuisance activity as follows:

- A. Unlawful use of weapons, as defined in 720 ILCS 5/24-1 et seq.;
- B. Mob action, as defined in 720 ILCS 5/25-1;
- C. Discharge of firearm, as defined in 720 ILCS 5/24-1.2 and 5/24-1.5;
- D. Gambling, as defined in 720 ILCS 5/28-1;
- E. Possession, manufacture or delivery of controlled substances, as defined in 720 ILCS 570/401 et seq.;
- F. Assault, battery or offenses related thereto, as defined in 720 ILCS 5/12-1 et seq.;
- G. Sexual abuse or related offenses, as defined in 720 ILCS 5/12-15 et seq.;
- H. Public indecency, as defined in 720 ILCS 5/11-9
- I. Prostitution, as defined in 720 ILCS 5/11-14.;
- J. Criminal damage to property, as defined in 720 ILCS 5/21-1 et seq.;
- K. Possession, cultivation, manufacture or delivery of cannabis, as defined in 720 ILCS 550/1 et seq.; and
- M Streetgang activity, as defined by 740 ILCS 147/1, et seq.
- N. Any violation of a federal law or local ordinance which constitutes substantially similar conduct to the offenses set forth above.



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4. It shall be a violation of the Lease if two (2) or more instances of the following nuisance activities occur on the Subject Property:
- A. Disorderly conduct, as defined in 720 ILCS 5/26-1;
  - B. Illegal consumption or possession of alcohol, as defined in 235 ILCS 5/1, et seq.
  - C. Any other criminal activity under the Illinois Criminal Code, United States Code or a village ordinance where the police department has found activity which is a felony not set forth specifically above or a misdemeanor as set forth in the Illinois Compiled Statutes.
5. It shall be a violation of the Lease if there are four (4) or more Village ordinance violations in a 180 day period or an unreasonably high number of calls for police service including, but not limited to, calls that may fall within the descriptions listed above that when compared to other properties in the village of similar type, reasonably indicate 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.
6. VIOLATIONS OF ANY OF THE ABOVE PROVISIONS IN THE TIMES STATED SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY. A single violation of any of the provisions of paragraph 3 of the addendum shall be deemed a serious violation and material non-compliance with the lease. Violations as set forth in paragraphs 4 and 5, above, shall also be considered to be serious and material violations of this lease. Any violation will still be considered a violation regardless of whether or not the Tenant could not control the behavior of other occupants of the unit, could not foresee, or did not have knowledge of the violation. It is understood and agreed that a single violation as set forth in paragraph 3 or multiple violations in the time frames set forth in paragraphs 4 and 5 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 a criminal conviction, BUT SHALL BE BY A PREPONDERANCE OF THE EVIDENCE. Preponderance of the evidence can be determined by, but not limited to, a police report, police citations, criminal information or indictment, or by information received from the police department or a police officer, or any observations made by the landlord or his agent.
7. Tenant agrees that the venue for any legal action shall be the Lake County, Illinois Circuit Court. Tenant hereby waives any objection to this venue.
8. Tenant agrees that service of process for any legal proceeding, including but not limited to, a forcible entry and detainer action, or service of any notice to Tenant, shall be effective and sufficient for purpose of conferring personal jurisdiction over any tenant, co-signer, occupant or guarantor by serving such process or notice upon any resident or occupant of the Subject Property, 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 addendum. This provision shall be effective for any extension, renewal or modification of the initial lease term.
9. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
10. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Tenant.
11. It shall not be a violation of the Lease or this Addendum nor shall it be cause to terminate the tenancy or Lease if:
- A. Contact is made to the police or other emergency services, if (1) the contact was made with the intent to prevent or respond to domestic violence or sexual violence; (2) the intervention or emergency assistance was needed to respond to or prevent domestic violence or sexual violence; or (3) 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;



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**B. An incident or incidents of actual or threatened violence or sexual violence against a Tenant, household member, or guest occurs in the dwelling unit or on the premises; or**

**C. Criminal activity or a local ordinance violation occurs at the Subject Property 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.**

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Property Address & Unit # Date and Time

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