

## **CRIME FREE HOUSING – LEASE ADDENDUM**Prohibition Against Criminal Activity on Premises

In consideration of the execution or renewal of the lease agreement of the dwelling unit in the lease, Knox County Housing Authority and the Tenant agree as follows:

Section 8. et al. of the Lease Agreement shall be modified to include, in addition to subparagraphs 1-5, inclusive, thereof the following subparagraphs, to-wit:

- Any use of the leased premises for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging is such activity is a member of the Tenant's household or a guest.
- 2) Any action that jeopardizes the health, safety, right to peaceful enjoyment and welfare of any employees or agents of the Knox County Housing Authority, or any other Tenant or involves the imminent or actual serious property damage.

For the purposes of all paragraphs 1-2 above and in the lease, inclusive, all of the following shall apply:

- 1) The Tenant is vicariously liable and responsible for the criminal activity of any member of Tenant's household, the guests of Tenant or any member of Tenant's household, whether or not the Tenant has knowledge of the criminal activity.
- 2) For purposes herein, 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 and its subdivisions (Sex 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 the Illinois Cannabis Control Act, 720 ILCS 550.
- Any offense defined and prohibited by the Illinois Controlled Substances Act, 720 ILCS 570.
- k) Any offense defined and prohibited by the Illinois Cannabis Regulation and Tax Act, 410 ILCS 705.
- I) Any offense defined and prohibited by Federal Controlled Substances Act, 21 U.S.C. 801 et seq.
- 3) Violation of Section 8.24 et al., 8.25 of the Lease and/or any of the above provisions constitutes 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 by a preponderance of the evidence.
- 4) In case of conflict between the provisions of this addendum and any other provision of the lease, the provisions of this addendum shall govern.
- 5) This addendum shall not be construed to require good cause for termination of tenancy and the rights conferred to the Knox County Housing Authority in the addendum shall be in addition to its other rights to terminate the tenancy.

**ACKNOWLEDGEMENT:** Tenant hereby acknowledges and certifies that Tenant has received and read the CRIME FREE HOUSING Addendum to the Knox County Housing Authority Public Housing Program Dwelling Lease. Tenant agrees to abide the provisions set forth in the Lease as well as in this Addendum. Tenant further acknowledges any violation of the provisions set forth in the Lease as well as in this Addendum shall constitute a serious violation and a material noncompliance with the Lease, and shall result in adverse action, up to and including termination of the Lease and assistance.

Head of Household Signature / Date	KCHA Representative Signature / Date
Tenant Signature / Date	Tenant Signature / Date
Tenant Signature	Tenant Signature
Tenant Signature	Tenant Signature
Tenant Signature	Tenant Signature
Tenant Signature	 Tenant Signature