

**4-4-18: REQUIRED PROVISIONS TO RESIDENTIAL LEASE AGREEMENTS:**

A. Charges: All lease agreements for residential property within the city of Carbondale with an effective date of May 1, 2006, or later, shall include an addendum, incorporated by reference in the lease agreement and signed by both the tenant and lessor, that clearly states any and all fees and/or charges, excluding normal monthly rent, actual damages, and cleaning charges, that may be assessed to the tenant, either during the rental period, or upon termination of the lease agreement.

If lessor, or its agent, fails to provide a copy of the executed lease agreement, with the required addendum to a tenant, by the date the lease agreement was signed by the tenant and deposit made, that tenant shall not be responsible for any charges or fees associated with the provision.

B. Relevant Zoning Restrictions: All lease agreements for residential property within the city of Carbondale with an effective date of May 1, 2006, or later, for residences zoned R-1 by the city of Carbondale, shall include an addendum, incorporated by reference in the lease agreement and signed by both the tenant and lessor, that clearly states the maximum occupancy restrictions on the property being leased, pursuant to the city of Carbondale’s zoning code.

C. Safe Housing: All lease agreements signed or extended for residential property within the city of Carbondale with an effective date of June 1, 2022, or later, shall include an addendum, incorporated by reference in the lease agreement and signed by both the tenant and lessor, that clearly states as follows:

In accordance with section 4-4-18(C) of the Carbondale Revised Code

**SAFE HOUSING ADDENDUM**

ADDRESS: \_\_\_\_\_

This Addendum is incorporated into and shall become a part of the Rental/ Lease Agreement dated \_\_\_\_\_ between \_\_\_\_\_ (“LANDLORD”) and \_\_\_\_\_ (“TENANT”).

As part of the consideration for lease of the dwelling unit, also identified in the lease, Landlord and Tenant agrees as follows:

1. Resident and Resident’s Occupants whether on or off of the property; and Resident’s or Occupant’s guests and invitees, are prohibited from:
  - a. Engaging in any unsafe or illegal activity on or off the said premises.
  - b. Engaging in any act intended to facilitate unsafe or illegal activity, or permitting the dwelling unit to be used for said activity.
  - c. Engaging in unlawful or illegal drug activity including manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance as defined in Illinois Compiled statutes, at any locations, whether on or near the dwelling unit premises. Drug related activity shall mean illegal manufacture, sale, distribution, use, possession and possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (also as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
  - d. Engaging in any “nuisance” on the premises as defined in Title 13 of the Carbondale Revised Code.
2. ENGAGING IN ANY ACTIVITY PROHIBITED BY THIS AGREEMENT SHALL CONSTITUTE A SUBSTANTIAL VIOLATION OF THE LEASE, MATERIAL NONCOMPLIANCE WITH THE LEASE, AND GROUNDS FOR TERMINATION OF TENANCY AND EVICTION. Proof of such a violation shall not require a criminal conviction, but shall only require proof to the level of a preponderance of the evidence.
3. Resident hereby authorizes property management/owner to use police generated reports against Resident for any such violations as reliable direct evidence, and/or as business records as a hearsay exemption, in all eviction hearings.
4. In case of conflict between the provisions of this addendum and any provisions of the lease, the provisions of this addendum shall govern.
5. Resident also agrees to be responsible for the actions of Resident’s occupants, Resident’s guests and invitees, and Resident’s occupant’s guests and invitees, regardless of whether Resident knew or should have known about any such actions. A guest or invitee shall be anyone who Resident or Resident’s occupant(s) give access to or allow on the premises or in the rental unit.
6. This Lease Addendum is incorporated into the lease or renewal thereof, executed or renewed at any time between Landlord/Manager and Resident/Lessee.

Landlord Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

This addendum is not intended to offend or imply involvement in illegal activity and shall apply to all Tenants of the property.

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END OF ADDENDUM

1. It is unlawful for any landlord, property owner, property manager, entity, or person, who has been notified of a breach of the above listed Safe Housing Addendum to not take action, as if a breach of the lease has taken place, within 3 months of being notified of said breach.

2. All addenda shall be printed in 14-point bold type font, and all tenants shall receive a copy of the lease agreement, and copies of all addenda, by the date the lease agreement was signed by the tenant and deposit made. (Ord. 2005-26; Ord. 2022-13)