



**POLICE DEPARTMENT
AGENCY AGREEMENT**

****Business****

This agreement, made and executed this _____ day of _____, 20____ by _____ of _____, the principal, and by _____, as agent of the City of Joliet, Illinois, a Municipal Corporation, provides as follows:

SECTION 1- Purpose of Agreement

The parties hereto recognize that in certain situations it may be beneficial to the public health, safety, and welfare for police officers to control activities on private property located within the corporate limits of the City of Joliet being carried out by persons who are not authorized to be upon the premises. While police officers are generally prohibited from entering on to private property without a warrant, the parties hereto recognize that it may be beneficial both to the public and to the principal to allow police officers entry upon private property by the consent of the owner of such property.

SECTION 2 – Power and Authority

- a. I, _____, as Principal, do hereby represent that I am the owner or manager in and to that real estate located at _____ commonly known as _____ Joliet, Illinois and I hereby authorize and grant to the City of Joliet, as my agent, the power to enter upon any area of the property which is commonly accessible to the public; specifically including but not limited to common hallways, stairwells, staircases, open grounds, garages, and parking lots. I grant to the City of Joliet full power and authority to go upon such common areas and to speak with any and all persons upon such common areas and to remove from such common areas any and all persons who may be upon the premises without consent or authority or who may be engaged in improper or illegal activities. I grant to the City of Joliet full power and authority to remove from the premises persons about whom they have a reasonable suspicion of engaging in criminal activity or a reasonable suspicion about which they believe may commence shortly to engage in criminal activity.
- b. I authorize and direct the city of Joliet to approach persons located upon the premises and order them to remove themselves and not to return if they have no authority to remain upon the premises as tenant, employee, or customer. I authorize the City of Joliet to arrest any and all persons upon the premises if they refuse to leave the premises, unless such persons have authority and consent to be upon the premises. The City of Joliet, as my agent, shall have the power to sign criminal complaints against non-residents who are trespassing upon the premises or are engaging in criminal activities or improper conduct.

- c. I hereby agree that I will cooperate with the City of Joliet in any criminal prosecutions that may arise from the exercise by the City of Joliet of the authority granted to the City by me in this agreement.
- d. The City of Joliet is authorized to direct its police officers to speak with persons upon the property at _____ Joliet, Illinois and determine if such persons are lawfully patronizing the premises or have other authority or consent to be present. The City police officers are empowered to direct unauthorized persons to leave the premises and not to return unless they have lawful business to conduct on the premises. The police are authorized and empowered by me to arrest persons who refuse to leave the premises who are present without authority and who return without permission. Such police officers are empowered to sign criminal complaints for trespass against individuals who are upon the premises without consent or authorization.

SECTION 3 – Effective Date of Agreement

- a. This agreement shall be in full effect and legally binding upon such time as signed and will be certified by each party.
- b. The Chief of Police of the City of Joliet will retain the original signed agreement and will be responsible for circulating such agreement for purposes of signature and record.

SECTION 4 – Termination of Agreement

- a. This agreement shall remain in full force and effect and shall terminate ten (10) years from its effective date.
- b. This agreement is also terminable by either party upon 24-hour notice, in writing, to the other party.

Principal

Agent

Witness

Witness

Home Address of Principal: _____

Telephone Number (_____) _____