

LEASE ADDENDUM PROHIBITING SMOKING

1. The parties to this Lease Addendum are as follows: _____ (“Landlord”) and _____ (“Tenant”).

2. Tenant voluntarily agrees to the following: Smoking is prohibited in Tenant’s unit and all common areas of the multi-unit residence. It is a violation for Tenant, or any other person subject to the control of the Tenant or present by invitation or permission of the Tenant, to engage in smoking in the Tenant’s unit or any common area of the multi-unit residence.

This smoking prohibition is a material term of the Lease/Rental Agreement, and a tenant who breaches a Smoking provision of a lease or other rental agreement for the occupancy of a Unit in a Multi-Unit Residence, or who knowingly permits any other Person subject to the control of the tenant or present by invitation or permission of the tenant, shall be liable for the breach to (1) and Landlord and (2) any occupant of the Multi-Unit Residence who is exposed to Smoke or who suffers damages as a result of the breach. Violation of this article are subject to a civil action brought by the district attorney or the city attorney, and are punishable by a fine. (Firebaugh Municipal Code Section 3-12.9).

For purposes of this Lease Addendum, the terms “smoke”, “unit”, “common area”, and “multi-unit residence” are as defined in the Firebaugh Municipal Code, Chapter 3-12.1.

California Health and Safety Code Sections 11362.3(a)(2) and 11362.79(a), as may be amended or renumbered from time to time, prohibit Smoking cannabis wherever smoking tobacco is prohibited. The prohibitions on smoking in Multi-Unit Residences found in this Article expressly apply to the Smoking of cannabis (Firebaugh Municipal Code Section 3-12.8).

3. By agreeing to this Lease Addendum, the parties intend to incorporate this agreement into the lease with the full force and effect as the terms enumerated in the parties’ initial Lease/Rental Agreement.

4. Tenant acknowledges that he/she is under no legal obligation to consent to this Lease Addendum but is agreeing to it voluntarily.

5. In all other respects, the terms of the original agreement shall remain in effect.

By signing below, the undersigned parties acknowledge that they have read, understood, and agree to this Lease Addendum.

Dated: _____
_____ Tenant

Dated: _____
_____ Tenant

Dated: _____
_____ Landlord