

## Smoke-Free Living-Lease Addendum

This addendum is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
between \_\_\_\_\_ (Resident(s) of Apartment # \_\_\_\_\_ and \_\_\_\_\_, (Landlord) and is in  
addition to the Lease and Deposit Agreement.

- 1) **SMOKE-FREE COMMUNITY:** Resident agrees and acknowledges that the Premises to be occupied by Resident and members or guests of Resident's household have been designated as a smoke-free living environment. Residents and members of Resident's household shall not smoke (cigarettes, marijuana or vaping) anywhere in the unit rented by the Resident, in the building where Resident's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community.
- 2) **PROPERTY MANAGER/OWNER NOT A GUARANTOR OR SMOKE-FREE ENVIRONMENT:** Resident acknowledges that Property Manager/Owner's adoption of a smoke-free living environment, and the efforts to designate the rental property as Smoke-free do not make the Property Manager/Owner or any of its managing agents the guarantor of resident's health or of the Smoke-free condition of the Resident's unit and the common areas. However, the Property Manager/Owner shall take reasonable steps to enforce the smoke-free terms of the lease and to make designated areas of the property smoke-free.

Resident Signature \_\_\_\_\_ Printed \_\_\_\_\_ Date \_\_\_\_\_

Resident Signature \_\_\_\_\_ Printed \_\_\_\_\_ Date \_\_\_\_\_

Co-Signer Name \_\_\_\_\_ Printed \_\_\_\_\_ Date \_\_\_\_\_

Manager Signature \_\_\_\_\_ Printed \_\_\_\_\_ Date \_\_\_\_\_



## NO SMOKING POLICY - LEASE ADDENDUM

Tenant and all members of Tenant's family or household are parties to a written lease with Landlord (the Lease). The following additional terms, conditions and rules are hereby incorporated into the Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Property Rules and the Lease.

1. **Purpose of No-Smoking Policy.** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building;
2. **Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.
3. **Hookah, Vaping and Electronic Cigarettes.** This No Smoking Policy includes a ban on the use of any device that vaporizes any tobacco or non-tobacco products, including flavored liquid, e-liquid, "vape juice" or any other product consumed in an electronic e-cigarette, hookah, or similar device.
4. **Marijuana.** This No Smoking Policy includes a ban on smoking or vaporizing marijuana in any manner, whether or not possession / consumption would be lawful. The medical use of cannabis does not exempt any person from complying with any no smoking law or residential no smoking policy.
5. **Smoke-Free Complex.** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designed as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in or within 25 feet of any of the common areas such as the stairwells, patios, playgrounds, laundry rooms, office and community room of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.
6. **Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations.** Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where smoke or vapor of any kind is migrating into the Tenant's residence or unit from sources outside of the Tenant's residence or unit.
7. **Landlord to Promote No-Smoking Policy.** In multi-unit residences, Landlord shall post no-smoking signs at entrances and exits, common areas, hallways, playgrounds and in conspicuous places adjoining common areas of the building or complex.
8. **Landlord Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that Landlord's adoption of a smoke-free living environment and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its Lease. Landlord is not required to take steps in response to smoking unless Landlord has been given written notice of said smoking.
9. **Other Tenants Are Third-Party Beneficiaries of Tenant's Agreement.** Tenant agrees that the other Tenants at the complex are the third-party beneficiaries of Tenant's smoke free addendum agreements with Landlord. (In layman's terms, this means that Tenant's commitments in this Addendum are made to the other Tenants as well as to Landlord.) A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another Tenant. Any suit between Tenants herein shall not create a presumption that the Landlord breached this Addendum.
10. **Effect of Breach and Right to Terminate Lease.** A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Rules and the Lease. A material breach of this Addendum shall be a material breach of the Lease and will be good cause for immediate terminated or non-renewal of the Lease by the Landlord. Additionally, if Tenant should breach this Addendum, Tenant shall reimburse Landlord for any and all expenses incurred to restore the unit to a smoke free condition.

## NO SMOKING POLICY - LEASE ADDENDUM

11. **Disclaimer by Landlord.** Tenant acknowledges that Landlord's adoption of a smoke free living environment and the efforts to designate the rental property as smoke free, does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smoke free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenants and Tenant's guests. Tenants with respiratory ailments, allergies or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease and Rules.

OWNER / OWNER'S AGENT

TENANT(S)

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Smoke-Free Addendum to Lease

## Smoke-Free Policy: Effective (Insert Date) (Insert Property Name) will implement a smoke-free policy

Due to the increased risk of fire and the known health effects of secondhand tobacco smoke, smoking will be strictly prohibited on the property. If a neighboring tenant files a complaint with management. Management will address it with tenant causing the annoyance and discomfort and possible illness as a result of drifting tobacco smoke. These concerns will best be resolved amicably, through discussion and reconciliation between neighbors and individual apartment resident manager.

**Smoking:** The term “smoking” means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette or other tobacco and product in any manner or in any form.

## Tenant acknowledgment

I hereby acknowledge the smoke-free policy as part of the lease or month to month agreement and I agree to not smoke in the areas listed. I will be responsible for enforcing this smoke-free policy with all of my guests and relatives who visit the premises. I will also dispose of any cigarette butts in a manner that extinguishes them completely in a proper receptacle when smoking on the patio. Failure to strictly comply with the above smoke-free policy may result in eviction from the premises.

- Smoke-free areas include the following: stairwells, entryways, hallways and laundry room or pool areas. Smoking is limited to patios only.

NAME (please print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_