

No Smoking Lease Addendum

Date
Property name
Unit number
Resident name(s)
Resident address

The following terms, conditions and rules are hereby incorporated into the Rental Agreement for the above unit effective _____.

- 1. No-smoking policy** - Due to the increased risk of fire, increased maintenance costs, and the health effects of second hand smoke, Landlord is adopting the following No-Smoking Policy, which prohibits smoking in any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, reception areas, stairways, offices and elevator, within all living units, and within 5 feet of building(s) including entry ways, porches, balconies and patios. This policy applies to all residents, guests, visitors, service personnel and employees.
- 2. Definition** - The term "smoking" means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, other tobacco product or similar lighted product in any manner or in any form. **E-Cigarettes are not prohibited by this addendum.**
- 3. Landlord not a guarantor of smoke free environment** - Resident acknowledges that Landlord's adoption of a No-Smoking Policy, and the efforts to designate portions of the Property as non-smoking do not make the Landlord or any of its managing agents the guarantor of Resident's health or of the smoke free condition of the non-smoking portions of the Property. However, Landlord will take reasonable steps to enforce the No-Smoking Policy. Landlord is not required to take steps in response to smoking unless Landlord has actual knowledge of the smoking and the identity of the responsible Resident.
- 4. Landlord disclaimer** - Resident acknowledges that Landlord's adoption of a non-smoking living environment, and the efforts to designate portions of the Property as non-smoking does not in any way change the standard of care that the Landlord has under applicable law to render the Property 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 Property will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the Property will be free from secondhand smoke. Resident acknowledges that Landlord's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Residents and Residents' guests. Residents with respiratory ailments, allergies or other 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 rental agreement.
- 5. Lease violation** - Residents are responsible for the actions of their household, their guests and visitors. Failure to adhere to any of the conditions of this Addendum will constitute both a material non-compliance with the rental agreement and a serious violation of the Rental Agreement. In

addition, Resident will be responsible for all costs to remove smoke odor or residue upon any violation of this Addendum.

LANDLORD _____

DATE _____

RESIDENT SIGNATURE _____

DATE _____

RESIDENT SIGNATURE _____

DATE _____