

Smoke-Free Lease Addendum

1. **Purpose of No-Smoking Policy.** The parties desire to (i) mitigate the irritation and known health effects of secondhand smoke; (ii) mitigate the increased maintenance, cleaning, and redecorating costs from smoking; (iii) mitigate the increased risk of fire from smoking; (iv) mitigate the higher costs of fire insurance for a non-smoke free building; and (v) prohibit and prevent currently unknown and uncertain adverse health or addiction effects associated with electronic cigarettes.

2. **Definitions:**

Smoking. The term “smoking” means inhaling, exhaling, breathing, or carrying any lighted or heated cigar, cigarette, or other cannabis or tobacco product or plant product in any manner or in any form. Smoking also includes use of an electronic cigarette.

Electronic Cigarette. The term “electronic cigarette” means any electronic device that provides a vapor of liquid nicotine, cannabis, and/or other substances to the user as she or he simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.

3. **Smoke Free Community.** RESIDENT agrees and acknowledges that the premises to be occupied by RESIDENT and members of RESIDENT’s household have been designated as a smoke-free living environment. RESIDENT and members of RESIDENT’s household shall not smoke anywhere in the unit rented by RESIDENT, any patios or balconies attached to or adjacent to the Premises, or the building where the RESIDENT’s dwelling is located or in any of the common areas including all adjoining grounds, parking areas, green spaces, and outdoor areas of the rental community, nor shall RESIDENT permit any guest or visitors under the control of RESIDENT to do so. Smoking, as defined above, is prohibited in and on all areas of the rental community unless Owner has specifically designated an outdoor area as a smoking area, although Owner has no duty or obligation to create or designate any area as a smoking area.

4. **Cannabis.** Cannabis plants are not allowed on premises, smoking cannabis in any method is not permitted.

5. **RESIDENT to Promote No-Smoking Policy and to Alert Owner of Violations.** RESIDENT shall inform RESIDENT’s guests of the no-smoking policy. Further, RESIDENT shall promptly give Owner a written statement of any incident where tobacco or cannabis smoke is migrating into the RESIDENT’s unit from sources outside of the RESIDENT’s apartment unit.

6. **Owner to Promote No-Smoking Policy.** Owner shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the apartment community.

7. **Owner Not a Guarantor of Smoke-Free Environment.** RESIDENT acknowledges that Owner’s adoption of a smoke-free living environment, and the efforts to designate the rental community as smoke-free, do not make the 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, Owner shall take reasonable steps to enforce the smoke-free terms of its leases and to make the community smoke-free. Owner is not required to take steps in response to smoking unless Owner knows of said smoking or has been given written notice of said smoking.

8. Other RESIDENTs are Third-Party Beneficiaries of RESIDENT’s Agreement. RESIDENT agrees that the other RESIDENT’s at the community are the third-party beneficiaries of RESIDENT’s smoke-free addendum agreements with Owner. *(In layman’s terms, this means that RESIDENT’s commitments in this Addendum are made to the other RESIDENTs as well as to Owner.)* A RESIDENT may sue another RESIDENT for an injunction to prohibit smoking or for damages but does not have the right to evict another RESIDENT. Any suit between RESIDENTs herein shall not create a presumption that the Owner breached this Addendum.

9. Effect of Breach and Right to Terminate Lease. RESIDENT agrees and acknowledges that the entire premises to be occupied by RESIDENT, and members of RESIDENT’s household, and guests, have been designated as smoke-free and that smoking as defined herein, is prohibited by RESIDENT, members of RESIDENT’s household, and guests. RESIDENT acknowledges that a breach of this agreement by RESIDENT, or RESIDENT’s household members or guests, shall be considered a material breach of lease and grounds for termination of RESIDENT’s lease agreement. Owner agrees to take reasonable and prompt action to enforce the lease and respond to any complaint made by RESIDENT of a breach of the Smoke-Free Addendum by another RESIDENT, or that of RESIDENT’s family members or guests. Owner shall be given a reasonable period of time to take action to enforce the lease up to and through the time required to give a notice of violation of lease, to investigate and determine if the violation of a lease has occurred or is continuing, and to proceed with a notice of termination of lease or eviction. The remedy of RESIDENT against Owner for an alleged failure to respond reasonably and promptly to enforce the Smoke-Free Lease Addendum shall be the right of RESIDENT to terminate the lease, without penalty for giving longer notice as required by the lease, upon 14 days’ notice and a failure by Management to show the complaining RESIDENT that Owner is responding promptly to enforce the Smoke-Free Lease Addendum. RESIDENT shall have no further remedy or claim against Owner for an alleged failure to enforce the obligations of this Smoke-Free Lease Addendum and/or to remove or terminate any RESIDENT, or RESIDENT’s guest, that is violating this Addendum.

10. Disclaimer by Owner. RESIDENT acknowledges that Owner’s adoption of a smoke-free living environment and the efforts to designate the rental community as smoke-free do not in any way change the standard of care that the Owner or managing agent would have to a RESIDENT 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. Owner specifically disclaims any implied or express warranties that the building, common areas, or RESIDENT’s premises will have any higher or improved air quality standards than any other rental property. Owner cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. RESIDENT acknowledges that Owner’s ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by RESIDENT and RESIDENT’s guests. RESIDENTs with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Owner does not assume any higher duty of care to enforce this Addendum than any other Owner obligation under the Lease.

Resident: _____

Date: _____

Resident: _____

Date: _____

Management: _____

Date: _____

12/2023