

Smoke Free Addendum

Property Name: _____ Date: _____
Address: _____ Unit #: _____
Owner/Agent: _____
Resident(s): _____

This shall constitute an Addendum to that Rental Agreement entered into by and between the Parties of like date. Where the terms or condition of this Addendum vary or contradict any terms or conditions of the parties' Rental Agreement, this Addendum shall control. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. In case of a conflict between terms of the rental agreement and this addendum, the terms of this Addendum shall control.

Resident(s) agree that Resident(s) and all household members shall abide by the following:

1. **Purpose of No-Smoking Policy.** The parties desire to mitigate (I) the increased maintenance, cleaning and redecorating costs from smoking (II) the increased risk of fire from smoking; and (III) the higher cost 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. **Smoke-Free Building.** Resident agrees and acknowledges that the Apartment to be occupied by Resident and members of Resident's household has been designated as a smoke-free living environment. Resident and members of Resident's household shall not smoke anywhere in the Apartment rented by Resident, or the Premises, nor shall Resident permit any guest or visitor under the control of Resident to do so.
4. **Resident to Promote No-Smoking Policy and to Alert Landlord of Violations.** Resident shall inform Resident's guest of the no-smoking policy. Further, Resident shall promptly give Owner written statement of any incident where they have knowledge of policy being violated.
5. **Owner to Promote No- Smoking Policy.** Owner shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places "in close proximity to" the smoke-free building.
6. **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 Premises 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 Apartment and Premises. However, Owner shall use its best efforts to enforce the smoke-free terms of its leases and to make the Premises smoke-free. Owner is not required to take steps in response to smoking unless Owner has actual knowledge of said smoking or has been given written notice of said smoking.
7. **Other Resident's are Third-Party Beneficiaries of Resident's Agreement.** Resident agrees that the other Residents of the Premises are the third-party beneficiaries of Resident's smoke-free Lease Addendum with Owner. (IN layman's terms, this means that Resident's commitments in the Lease Addendum are made to other Residents as well as the Owner.) A Resident may seek an injunction against other Resident to prohibit smoking or for damages, but a Resident does not have the right to evict another Resident. Any action between residents shall not create any presumption that the Owner breached this Lease Addendum.

Initials: _____ Initials: _____

- 8. Material Breach.** A material breach of the Lease Addendum shall be grounds for immediate termination of Lease by the Owner. Resident shall be responsible for all damages and costs associated with termination of Lease due to material breach. Resident agrees that any damages or cleaning due to smoking or smoke-related damages required to bring the unit back to rentable condition do not constitute ordinary or reasonable wear and tear and the Resident shall be liable for the costs thereof.
- 9. Disclaimer by Owner.** Resident acknowledges that Owner's adoption of a smoke-free living environment, and the efforts to designate the Premises as smoke-free does not in any way change the standard of care that the Owner or managing agent would have to a Resident's 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, Premises, or Resident's Apartment will have any higher or improved are quality standards than any other rental property. Owner cannot and does no warrant or promise that the Premises or Apartment will be free from second-hand smoke, and failure of the Landlord to enforce the provisions in this addendum shall not in any way be construed as a default by the Landlord of its obligations under the lease and shall not give rise to any reduction in the rent amount of any unit. Resident acknowledge the Owner's ability to police, monitor, or enforce this Lease 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 Lease Addendum than any of the Owner's obligations under the Lease.

Acknowledgements

I have read and agree to the above Terms and Conditions.

Resident (print): _____ Signature: _____ Date: _____
Resident (print): _____ Signature: _____ Date: _____
Landlord (Print): _____ Signature: _____ Date: _____