

SMOKE FREE ADDENDUM

Property Name: _____ Date: _____

Address: _____ Unit #: _____

Owner/Agent: _____

Resident(s) Name: _____

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.

Residents agree that Residents and all household members and guest shall abide by the following:

- 1. Reason for a f No-Smoking Policy.** The parties agree that with smoking there is a higher cost for a) maintenance, cleaning and redecorating . B) an increase in risk of damage caused by smoking c) Insurance could increase as the property will not have the designation as a non-smoking 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 building. Resident and members of Resident's household shall not smoke anywhere in the unit rented by the Resident, or the Premises, nor shall Resident permit any quest 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 on any incident where they have knowledge of policy being violated.
- 5. Owner to Promote No-Smoking Policy.** Owner shall post "No-Smoking" signs at the 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, does not make the Owner or any of its managing agents the guarantor of Resident's health or of the smoke-free condition of the Residents apartment and premises. However, owner shall use it 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 the 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 Part y 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. A Resident may seek an injunction against other Resident to prohibit smoking or for damages, but a Resident does not have to evict another Resident. Any action between residents shall not create any presumption that the Owner breached this Lease Addendum.

Residents Signature _____ **Date** _____

Residents Signature: _____ **Date** _____