

Model Smoke-Free Lease Addendum

Date: _____ Property Name: _____ Apartment/Unit Number: _____

Tenant Name(s): _____

Tenant Address: _____

Tenant and all members of Tenant's family or household are parties to a written Lease with Landlord. This Lease Addendum states the following additional terms, conditions, and rules, which are hereby incorporated into the Lease, effective _____ [recommended 60-90 days following date of Lease Addendum]. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

1. Purpose and application of Smoke free Policy. The parties desire to mitigate (i) the irritation and known adverse 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. Tenant acknowledges that the smoke free policy established by this Lease Addendum is applicable as follows: ___ In all properties owned or managed by Landlord or ___ In this property and the following other properties owned or managed by Landlord: _____

2. Definitions:

“Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. “Smoking” also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.

“Electronic Smoking Device” means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

3. Smoke free Building and Grounds. Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household shall be designated as a smoke free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the apartment unit rented by Tenant, including any associated balconies, decks, or patios; in the common areas of the building where the Tenant's dwelling is located, including, but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices, and elevators; or in any of the common areas or adjoining grounds of such building or other parts of the rental community, including entryways, patios, and yards, nor shall Tenant permit any guests or visitors under the control of Tenant to do so

4. Tenant to Promote Smoke free Policy and to Alert Landlord of Violations. Tenant shall inform Tenant's guests of the smoke free policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco or marijuana smoke, or vapor from an electronic cigarette, is migrating into the Tenant's apartment unit from sources outside the Tenant's unit.

5. Landlord to Promote Smoke free Policy. Landlord shall post no-smoking signs at entrances and exits, common areas, and hallways, and in conspicuous places on the grounds of the apartment building.

6. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement. Tenant agrees that the other Tenants in the building are third-party beneficiaries of Tenant's smoke free Lease Addendum with Landlord. A Tenant may bring legal action against another Tenant related to this smoke free Lease Addendum, but a Tenant shall not have the right to evict another Tenant. Any legal action between Tenants related to this smoke free Lease Addendum shall not create a presumption that the Landlord breached the Lease Addendum.

7. 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 Lease. A material breach of this Lease Addendum shall be considered a material breach of the Lease and grounds for enforcement actions, including eviction, by the Landlord. Tenant acknowledges that a breach of this Lease Addendum shall also render Tenant liable to Landlord for the costs of repair to Tenant's apartment unit due to damage from smoke odors or residue.

8. Disclaimer by Landlord. Tenant acknowledges that Landlord's adoption of this smoke free policy and the efforts to designate Tenant's building as smoke free do 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 or vapor. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the provisions of this Lease Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Landlord shall take reasonable steps to enforce this smoke free policy. Landlord is not required to take steps in response to smoking in violation of this agreement unless Landlord knows of the smoking or has been given written notice of the smoking. 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 Lease Addendum than any other landlord obligation under the Lease.

LANDLORD

TENANT(S)

