

NO SMOKING ADDENDUM

PROPERTY/LANDLORD:	MOVE-IN DATE:	UNIT #:
TENANT NAME:		

THE FOLLOWING TERMS, CONDITIONS, AND RULES ARE HEREBY INCORPORATED INTO THE LEASE FOR THE ABOVE UNIT EFFECTIVE _____ FOR NEW MOVE-INS AND _____ FOR CURRENT RESIDENTS.

1. **No Smoking Policy.** Due to the increased risk of fire, increased maintenance costs, and the health effects of secondhand smoke, _____ Apartments 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, hallways, laundry rooms, stairways, offices, elevators, within all living units and within _____ feet of buildings 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.

3. _____ **Apartments Not a Guarantor of Smoke-Free Environment.** Resident acknowledges that the _____ Apartments adoption of a no-smoking policy will not make _____ Apartments the guarantor of Resident’s health or of the smoke free condition of the non-smoking portions of the site. However, _____ Apartments will take reasonable steps to enforce the no-smoking policy. _____ Apartments is not required to take steps in response to smoking unless _____ Apartments has actual knowledge of the smoking and the identity of the responsible resident.

4. **Disclaimer.** Resident acknowledges that _____ Apartments’ adoption of a non-smoking living environment, does not in any way change the standard of care that _____ Apartments 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. _____ Apartments specifically disclaims any implied or express warranties that the property will have any higher or improved air quality standards than any other rental property. _____ Apartments cannot and does not warranty or promise that the property will be free from secondhand smoke. Resident acknowledges that _____ Apartments’ 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 _____ Apartments does not assume any higher duty of care to enforce this Addendum than any other _____ Apartments 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 conditions of this Addendum will constitute both a material non-compliance with the lease agreement and a serious violation of the lease agreement. In addition, Resident will be responsible for all costs to remove smoke odor or residue upon any violation of this Addendum.

Head of Household Signature _____ Date _____

Head of Household Signature _____ Date _____

Head of Household Signature _____ Date _____