

Smoke-Free Housing Lease Addendum

THIS ADDENDUM is agreed to and shall be made part of the lease agreement (“Lease”) dated _____ between _____ (“Landlord”) and _____ (“Resident”) for apartment _____ (“Unit”) located at _____ (“Property”). This Property has elected to adopt a Smoke-Free Facilities Policy.

1. 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.

2. Smoke-Free Complex. Resident agrees and acknowledges that the Property, including the Unit 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 within 25 feet of any building, common area such as, but not limited to, gazebos, benches, playgrounds, and other amenities in the Property. Resident shall not permit any guests or visitors under the control of Resident to smoke anywhere on the Property.

3. Landlord to Promote No-Smoking Policy. Landlord shall post no-smoking signs at entrances and exits, common areas, hallways, and/or in such conspicuous places as may be appropriate to effect implementation of this policy. Resident shall promptly give Landlord notice of any incident of smoking or migrating secondhand smoke.

4. Landlord is not a Guarantor of Smoke-Free Environment. Resident acknowledges that the Landlord’s adoption of a smoke-free living environment, and the efforts to designate the Property as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Resident’s health or of the smoke-free condition of the Unit and the common areas of the Property. Landlord shall take reasonable steps to enforce the smoke-free terms of its leases; however, Resident acknowledges that Landlord’s ability to police, monitor, and enforce the no-smoking policy is dependent in significant part on compliance by the residents. Landlord specifically disclaims any implied or express warranties that the Property will have any improved air quality or higher air quality standards than any other rental property. Landlord cannot and does not warrant or promise that the Unit or the Property will be free from smoke. Landlord is not required to take steps in response to smoking unless Landlord has actual knowledge of said smoking or has been given written notice of said smoking.

5. Effect of Violation and Right to Terminate Lease. A violation of this Lease Addendum by Resident, any member of Resident’s household, or any guest shall be a material breach of the Lease and Landlord may exercise any and all remedies under the Lease for such breach.

6. Effective Date. This Smoke-Free Housing Policy will be effective on _____.
Tenant Acknowledgement:

I have read and understand the above no smoking policy and I agree to comply fully with the provisions provided herein.

Resident Signature: _____

Resident Signature: _____

Resident Signature: _____

Unit Number: _____ Date: _____

Property Manager Signature: _____

Date: _____