

**MODEL LEASE
ADDENDUM**

Use Addendum to Ban Smoking at Your Site

This model lease addendum defines “smoking” and details the scope of a site’s no smoking policy. Talk to your attorney about adapting this addendum for your own use, and make sure to get HUD approval before you start using it.

NO SMOKING LEASE ADDENDUM

SITE _____ DATE _____

HEAD OF HOUSEHOLD _____ UNIT # _____

MOVE-IN DATE _____ EFFECTIVE DATE _____

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

- 1. No Smoking Policy.** Due to the increased risk of fire, increased maintenance costs, and the health effects of secondhand smoke, ABC 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, and elevator, within all living units, and within [insert #] feet of building[s] 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. ABC Apartments Not a Guarantor of Smoke-Free Environment.** Resident acknowledges that the ABC’s adoption of a no-smoking policy will not make ABC Apartments the guarantor of Resident’s health or of the smoke free condition of the non-smoking portions of the site. However, ABC Apartments will take reasonable steps to enforce the no-smoking policy. ABC Apartments is not required to take steps in response to smoking unless ABC Apartments has actual knowledge of the smoking and the identity of the responsible resident.
- 4. Disclaimer.** Resident acknowledges that ABC Apartments’ adoption of a non-smoking living environment, does not in any way change the standard of care that ABC 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. ABC 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. ABC Apartments cannot and does not warranty or promise that the property will be free from secondhand smoke. Resident acknowledges that ABC Apartments’ ability to police, monitor or enforce this addendum is dependent in significant part on voluntary compliance by Residents and Resident’s guests. Residents with respiratory ailments, allergies, or other condition relating to smoke are put on notice that ABC Apartments does not assume any higher duty of care to enforce this Addendum than any other ABC 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 _____

HOUSEHOLD MEMBER SIGNATURE _____ DATE _____

HOUSEHOLD MEMBER SIGNATURE _____ DATE _____

HOUSEHOLD MEMBER SIGNATURE _____ DATE _____