

Use Smoke-Free Lease Addendum to Incorporate No-Smoking Policies into Leases

Here's a lease addendum that helps you incorporate your smoke-free ban into your leases. You can adapt the following addendum to fit the specifics of your No-Smoking policy. Having residents sign this lease addendum helps implement and properly enforce a ban of smoking at your site. Remember that you can't change the terms of an existing lease until it expires, but you can attach a lease addendum to your new leases and add one to the leases of renewing residents.

NO SMOKING LEASE ADDENDUM

Resident and all members of Resident's family or household are parties to a written lease with Owner (the Lease). This Addendum states the following additional terms, conditions, and rules, which are hereby incorporated into the Lease. 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 of No-Smoking Policy. The parties desire to mitigate (i) the irritation and known 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.

2. Definitions:

Smoking. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted or heated cigar, cigarette, or other tobacco product or plant product in any manner or in any form. Smoking also includes use of an electronic cigarette.

Electronic Cigarette. The term "electronic cigarette" means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as she or he simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes, or under any product name.

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3. Smoke-Free Site. Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident's household have been designated as a smoke-free living environment. Resident and members of Resident's household shall not smoke anywhere in the unit rented by Resident, or the building where the Resident's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Resident permit any guests or visitors under the control of Resident to do so. [Optional: If you provide an outdoor smoking area, specify where it is here.]

4. Resident to Promote No-Smoking Policy and to Alert Owner of Violations. Resident shall inform Resident's guests of the no-smoking policy. Further, Resident shall promptly give Owner a written statement of any incident where tobacco smoke is migrating into the Resident's unit from sources outside of the Resident's apartment unit.

5. Owner to Promote No-Smoking Policy. Owner shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the apartment complex.

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 rental complex as smoke-free, do not make the Owner or any of its managing agents the guarantor of Resident's health or of the smoke-free condition of the Resident's unit and the common areas. However, Owner shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Owner is not required to take steps in response to smoking unless Owner knows of said smoking or has been given written notice of said smoking.

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NO SMOKING LEASE ADDENDUM

7. Other Residents Are Third-Party Beneficiaries of Resident's Agreement.

Resident agrees that the other Residents at the complex are the third-party beneficiaries of Resident's smoke-free addendum agreements with Owner. A Resident may sue another Resident for an injunction to prohibit smoking or for damages, but does not have the right to evict another Resident. Any suit between Residents herein shall not create a presumption that the Owner breached this Addendum.

8. 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 Addendum shall be a material breach of the lease and grounds for immediate termination of the Lease by the Owner.

9. Disclaimer by Owner.

Resident acknowledges that Owner's adoption of a smoke-free living environment and the efforts to designate the rental complex as smoke-free do not in any way change the standard of care that the Owner or managing agent would have to a Resident 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. Owner specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. Owner

cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that Owner's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Owner does not assume any higher duty of care to enforce this Addendum than any other Owner obligation under the Lease.

10. Effect on Current Residents.

Resident acknowledges that current residents residing in the complex under a prior lease will not be immediately subject to the No-Smoking Policy. As current residents move out, or enter into new leases, the smoke-free policy will become effective for their unit or new lease.

TENANT _____ DATE _____

TENANT _____ DATE _____

OWNER _____ DATE _____