

NO SMOKING LEASE ADDENDUM

Reference is hereby made to a lease or tenancy at will agreement (“Lease”) by and between, the Resident, including all members of Resident’s family or household (“Resident”), and the Landlord. The following additional provisions shall be fully applicable to the Lease and made part thereof as though included within the Lease itself.

DEFINITIONS: Smoking shall include the inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, other product containing any amount of any substance, including the usage of cannabis and any other federally prohibited drug, or other similar lighted product, and vaping.

NO SMOKING RULE: No Resident shall smoke, nor permit anyone to smoke, in the Resident’s apartment. Smoking shall be prohibited throughout the entire apartment complex, including but not limited to, hallways, stairways, foyers, common rooms and facilities, decks, patios, exterior landings, front steps, entrance ways, roof tops, fire escapes, basements, storage areas, parking areas, driveways, walkways, lawns, gardens, adjoining grounds, and building facilities.

1. No smoking of any substance is allowed on the premises. If smoking does occur on the premises:
 - 1) Resident is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors, and removal of debris;
 - 2) Resident is in breach of this agreement;
 - 3) Resident, guests, and all others may be required to leave the premises;
 - and 4) Resident acknowledges that in order to remove odor caused by smoking, the landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced, or repainted. Such actions and other necessary steps will impact the return of any security deposit.

NO SMOKING SIGNS: Landlord shall post “No Smoking” signs at the entrance and exits, in common areas, and in conspicuous places on the grounds of the apartment complex.

COMPLIANCE: Landlord shall take reasonable steps to ensure compliance with the terms and provisions of this Addendum. Resident shall inform Resident’s guests of the no smoking rule. Resident shall promptly give Landlord notice of any incident of smoking or migrating secondhand smoke.

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 by the Resident shall be a material breach of the lease and grounds for immediate termination of the Lease by

the Landlord. Landlord acknowledges that in declaring this building(s) (or portion of the building) to be smoke-free, the failure to respond by Landlord to a complaint filed by the Resident shall be treated as equivalent to a request for maintenance.

DISCLAIMER: Resident acknowledges the following: a) that the adoption and/or enforcement of the no smoking rule shall not make the Landlord a guarantor of Resident’s health or of the smoke-free condition of the Resident’s apartment and the common areas; b) the adoption and/or enforcement of the no smoking rule shall not, in any way, change the warranty of habitability, the covenant of quiet enjoyment, or other duty of care owed to the Resident; and c) that Landlord’s ability to police, monitor, or enforce the no smoking rule is dependent in significant part on compliance by the Resident and Resident’s guests. Landlord 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. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke.

_____	_____
Resident Signature	Date Signed
_____	_____
Resident Signature	Date Signed
_____	_____
Resident Signature	Date Signed
_____	_____
Resident Signature	Date Signed
_____	_____
Resident Signature	Date Signed
_____	_____
Property Manager	Date Signed

