



Model Smoke-free Lease Addendum

Date: _____ Property Name: _____ Apartment/Unit Number: _____

Tenant Name(s): _____

Tenant Address: _____

Tenant and all members of Tenant’s household are parties to a written lease (“the Lease”) with the property owner or “Landlord.” This Addendum states the following additional terms, conditions and rules that are incorporated into the Lease through this addendum (“Lease Addendum”), effective _____. A breach of this Lease Addendum gives each party all the rights contained herein, as well as the rights in the Lease.

Section 1. Purpose of Smoke-free Policy

The parties desire to mitigate (i) the irritation and known adverse health effects of secondhand smoke; (ii) the health dangers and property damage caused by thirdhand smoke; (iii) the increased maintenance, cleaning and redecorating costs from smoke; (iv) the increased risk of fire from smoking; and (v) the higher costs of property insurance for a non-smoke-free building.

Section 2. Definitions

“**Electronic smoking device**” means any product containing or delivering nicotine, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product, including, but not limited to, a(n) e-cigarette, e-cigar, e-pipe, vape pen, Juul, or e-hookah.

“**Smoking**” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic smoking device.

Section 3. Scope of Smoke-free Policy

Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant’s household have been designated as a smoke-free living environment. Tenant, members of Tenant’s household and any guests under control of the Tenant will not smoke anywhere:

- a) In the unit rented by Tenant, including any associated balconies, decks, or patios;
- b) In the common areas of the property, including, but not limited to, lobbies, hallways, stairwells, elevators, laundry rooms, community rooms, community bathrooms, or offices; or
- c) On the outdoor grounds of the property, including, but not limited to, entryways, playgrounds, pool areas, walking paths, or sitting areas.



Section 4. Tenant to Promote Smoke-free Policy and Alert Landlord of Violations

Tenant will inform Tenant's guests of the smoke-free policy. Tenant may also promptly give Landlord a written statement of any incident where Tenant observes smoking not allowed by this policy or believes smoke is migrating into the Tenant's unit from sources outside the Tenant's unit.

Section 5. Landlord to Enforce Smoke-free Policy

Landlord will post no-smoking signs at entrances and exits, common areas and in conspicuous places adjoining the property grounds. Landlord will also take reasonable steps to promptly remedy known and reported violations of the smoke-free policy. Landlord is not required to take steps in response to smoking unless Landlord knows of the violation.

Section 6. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement

Tenant agrees that other Tenants of the rental community are third-party beneficiaries of Tenant's smoke-free Lease Addendum with Landlord. A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages but does not have the right to evict another Tenant. Any lawsuit between Tenants does not create a presumption that the Landlord breached this Lease Addendum.

Section 7. Effect of Breach and Right to Terminate Lease

Tenant acknowledges that a breach of this Lease Addendum may render Tenant liable to Landlord for the costs to repair Tenant's unit due to damage from smoke odors or residue. A breach of this Lease Addendum is a breach of the Lease and grounds for immediate enforcement action, including potential termination of the Lease by the Landlord.

Section 8. Enforcement

- a) The first infraction shall result in a verbal warning and reminder of the smoke-free policy and provision of smoking cessation resources and materials.
- b) The second infraction shall result in a verbal warning and provision of smoking cessation resources and materials.
- c) The third infraction shall result in a written warning and provision of smoking cessation resources and materials.
- d) The fourth infraction shall result in a 10-day notice to vacate with an option to remedy/ cure and provision of smoking cessation resources and materials.
- e) The fifth infraction may result in a 10-day notice to vacate without the option to remedy or cure.



Section 9. Disclaimer by Landlord

Tenant acknowledges that Landlord’s adoption of a smoke-free living environment and the efforts to designate the premises as smoke-free do not in any way change the standard of care that Landlord or its managing agents owes a Tenant and do not ensure that the smoke-free designated buildings and premises are any more safe, habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant’s premises will have any higher or more 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. Landlord and its managing agents are not the guarantor of Tenant’s health or the smoke-free condition of the premises. Tenant acknowledges that Landlord’s ability to police, monitor, or enforce the agreements of this Lease Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant’s guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Lease Addendum than any other landlord obligation under the Lease.

Landlord / Date

Tenant(s) / Date