

Rental Lease Addendum

NO SMOKING POLICY

Effective: _____

No Smoking Policy

- A. This policy applies to everyone including tenants, guests, service personnel and _____ employees. This policy does not mean that a person will need to quit smoking in order to live or work at _____ properties, but only limit smoking to designated areas.
- B. Purpose of No-Smoking Policy. The _____ intent is to reduce:
- The irritation and know health effects of secondhand smoke;
 - The maintenance, cleaning, and redecorating costs from smoking;
 - The risk of fire from smoking; and
 - The possible higher costs of fire insurance for a non smoke-free building.
- C. Definitions. Definitions of smoking means:
- Inhaling, exhaling, breathing or carrying any lighted or heated cigar, cigarette, pipe or other similar tobacco product or plant product in any manner or in any form; and
 - Use of an electronic cigarette: Any electronic device that provides an aerosol or 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, e-hookah or under any product name.
- D. Smoke-Free Property:
- Smoking is not permitted inside building, including but not limited to common spaces or other buildings owned by _____.
 - Tenant agrees and acknowledges the premise to be occupied by Tenant and household members has been designated as a smoke-free living environment.
 - Tenant and household members shall not smoke anywhere in the rented unit, building or in any common areas.
 - Tenant shall not permit any guests under their control to smoke in any location indicated above. It is the Tenant's responsibility to inform guests the property is smoke-free.
- E. Alert _____ of Violations:
- If a Tenant witnesses smoking any place in the building, the Tenant shall report to _____, as soon as possible, in written format name of offender, date, time and place of incident.
- F. Not a Guarantor of Smoke-Free Environment:
- Tenant acknowledges the _____ adoption of a smoke-free living environment, and the efforts to designate the rental property as smoke-free, does not make the _____ or any of its employees the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and common areas.
 - _____ shall take reasonable steps to enforce the smoke-free terms of its leases and to make the property smoke-free.
 - _____ is not required to take steps in response to smoking unless _____ knows of said smoking or has been given written notice of said smoking. The _____ will take appropriate action accordingly
- G. Effect of Break and Right to Terminate Lease:
- A violation of this policy shall give each Tenant all the rights contained in the Lease.
 - Any deviation from the smoke-free policy by any tenant, household member, or guest will be material breach of the lease. Two separate violations will result in lease termination.
- H. Disclaimer by _____:
- Tenant acknowledges that _____'s adoption of a smoke-free living environment and the efforts to designate the rental property as smoke-free do not in any way change the standard of care the _____ would have to a Tenant 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 property.
 - _____ specifically disclaims any implied or expressed warranties that the building, common areas, or Tenant's property will have any higher or improved air quality standards than any other rental property.
 - _____ cannot and does not warranty or promise that the rental property or common areas will be free from secondhand smoke.
 - Tenant acknowledges that _____'s ability to police, monitor, or enforce the agreements in this Policy 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 _____ does not assume any higher duty of care to enforce this policy than any other obligation under the Lease.