

# Single Family Home

## Rental Lease Addendum (DRAFT)

Tenant and all members of Tenant's family or household are parties to the written Lease with Landlord. 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 (1) the irritation and known health effects of smoke; (2) the increased maintenance, cleaning, and redecorating costs from smoking; (3) the increased risk of fire from smoking; and (4) the higher costs of fire insurance for a non-smoke free building;
2. **Definitions:**
  - a. **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 electronic cigarette.
  - b. **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 to simulate 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.
3. **Smoke-Free Home.** Tenant agrees and acknowledges that the premise to be occupied has been designated as a smoke-free home. Tenants shall not smoke anywhere inside rental unit, *other structures, or the property grounds*, nor shall Tenant permit any guests or visitors to do so. *(This is where you would designate any outdoor area if you choose to.)*
4. **Tenant to Promote No-Smoking Policy.** Tenant shall inform guests of the smoke free policy.
5. **Landlord to Promote No-Smoking Policy.** *Landlord shall post no-smoking signs at entrances and exits.*
6. **Landlord Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that Landlord's adoption of a smoke-free home and the efforts to designate the home do not make the Landlord the guarantor of Tenant's health or of the smoke free condition *Tenant's*. However, Landlord shall take reasonable steps to enforce the smoke free terms of its lease and to make the home smoke-free.
7. **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 Landlord.

**8. Disclaimer by Landlord.** Tenant acknowledges that Landlord's adoption of a smoke free home and the efforts to designate the home as smoke-free do not in any way change the standard of care that the landlord 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 premises. Landlord specifically disclaims any implied or express warranties that the home will have a higher or improved air quality standard than any other rental property. Landlord cannot and does not warranty or promise that the rental premises will be free from third-hand smoke. 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 addendum than any other landlord obligations under the Lease.

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Tenant Signature/Date

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Landlord Signature/Date