



## Smoke-Free Lease Addendum

Resident and all members of Resident's family or household are parties to a written lease with Landlord, (the Lease). This Addendum states the following additional terms, conditions and rules which are hereby incorporated into the Lease, effective immediately.

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 adverse 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. Definition of Smoking:** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, E-cigarette, vaping or other tobacco product or similar lighted product in any manner or in any form. **Amended 1/23/18**
- 3. Smoke-Free Complex:** 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 leased by Resident, or in 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, including patios, balconies, stairways and breezeways; nor shall Resident permit any guests or visitors to the premises to do so.
- 4. Resident to Promote No-Smoking Policy and to Alert Landlord of Violations:** Resident shall inform Resident's guests of the no-smoking policy. Further, Resident shall promptly give Landlord 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. Landlord to Promote No-Smoking Policy.** Landlord shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the apartment complex.

- 6. Landlord Not a Guarantor of Smoke-Free Environment:** Resident acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Resident's health of the smoke-free condition of the Resident's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.
- 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. Such a breach will be grounds for penalties, minimum being a fine of \$250.00 and maximum being termination of the Lease by the Landlord as described in the Lease.
- 8. Disclaimer by Landlord:** Resident acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free does not in any way change the standard of care that the Landlord 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. 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 acknowledges that Landlord's ability to police, monitor, and 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 Landlord does not assume any higher duty of care to enforce this Addendum than any other Landlord obligation under the lease.

LANDLORD/TURTLE CREEK APARTMENTS \_\_\_\_\_ Date \_\_\_\_\_

RESIDENT \_\_\_\_\_ Date \_\_\_\_\_

RESIDENT \_\_\_\_\_ Date \_\_\_\_\_

RESIDENT \_\_\_\_\_ Date \_\_\_\_\_