

## **Smoke-Free Complex Lease Addendum**

Lessee and all members of Lessee's family or occupants of the Premises are parties to a written lease with Lessor (the Lease). 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 (i) the irritation and known 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, or other tobacco product or similar lighted product in any manner or in any form and includes any electronic cigarette or other like or similar smoking device.

**3. Smoke-Free Building.** Lessee agrees and acknowledges that the Premises to be occupied by Lessee and the occupants of the Premises have been designated as a smoke-free living environment. Lessee and occupants of the Premises shall not smoke anywhere in the Premises rented by Lessee, or the building where Premises is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Lessee permit any guests under the control of Lessee to do so.

**4. Lessee to Promote No-Smoking Policy and to Alert Lessor of Violations.** Lessee shall inform Lessee's guests of the no-smoking policy. Further, Lessee shall promptly give Lessor a written statement of any incident where smoking is migrating into the Lessee's unit from sources outside of the Lessee's apartment unit. Lessee shall fully cooperate with Lessor in enforcing the no-smoking policy against offending parties.

**5. Lessor to Promote No-Smoking Policy.** Lessor shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds-of-the apartment complex.

**6. Lessor Not a Guarantor of Smoke-Free Environment.** Lessee acknowledges that Lessor's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Lessor or any of its managing agents the guarantor of Lessee's health or of the smoke-free condition of the Lessee's unit and the common areas or subject Lessor to any liability for sickness, injury or death resulting from smoking. However, Lessor shall take reasonable steps to enforce the smoke-free terms of its leases, and to make the complex smoke-free. Lessor is not required to take steps in response to smoking unless Lessor knows of said smoking or has been given written notice of said smoking.

**7. Other Lessees are Third-Party Beneficiaries of Lessee's Agreement.** Lessee agrees that the other Lessees at the complex are the third-party beneficiaries of Lessee's smoke-free addendum agreements with Lessor. (In layman's terms, this means that Lessee's commitments in this Addendum are made to the other Lessees as well as to Lessor.) A Lessee may sue another Lessee for an injunction to prohibit smoking or for damages, but does not have the right to evict another Lessee. Any suit between Lessees herein shall not create a presumption that the Lessor breached this Addendum, or subject the Lessor to suit or liability, or require Lessor to file suit to enforce the no-smoking policy.

**8. Effect of Breach and Right to Terminate Lease.** A breach of this Lease Addendum shall give the Lessor 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 Lessee's rights to possession of the Premises occupied by Lessee.

**9. Disclaimer by Lessor.** Lessee acknowledges that Lessor'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 Lessor or managing agent would have to a Lessee 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. Lessor specifically disclaims any implied or express warranties that the building, common areas, or Lessee's Premises will have any higher or improved air quality standards than any other rental property. Lessor cannot and does not warranty or promise that the Premises or common areas will be free from secondhand smoke. Lessee acknowledges that Lessor's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Lessee and Lessee's guests. Lessees with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Lessor does not assume any higher duty of care to enforce this Addendum than any other Lessor obligation under the Lease.

**10. Damages.** In addition to any other remedies, Lessee shall be assessed a fine in the amount of \$ \_\_\_\_\_ for the remediation of the Premises from the smoke contamination.

**LESSEE**

**LESSOR**

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