

NO SMOKING LEASE ADDENDUM

Reference is hereby made to a lease and/or tenancy at will agreement (“Lease”) by and between the Tenant and the Landlord. The following additional provisions shall be fully applicable to the Lease and made part thereof as though included within the Lease itself.

DEFINITIONS: Smoking shall include the inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco, or other similar lighted product.

NO SMOKING RULE: No Tenant shall smoke in his/her unit or anywhere on the property. Tenant shall not allow his/her family members, occupants, invitees or guests to smoke in the Tenant’s unit or anywhere on the property. Smoking shall be prohibited throughout the entire building and grounds, including but not limited to, inside all tenants’ units, hallways, stairways, foyers, common rooms and facilities, decks, patios, exterior landings, front steps, entrance ways, roof tops, fire escapes, basements, storage areas, parking areas, driveways, walkways, lawns, gardens, adjoining grounds and building facilities.

COMPLIANCE: Landlord shall take reasonable steps to ensure compliance with the terms and provisions of this Addendum, including the use of appropriate signage and enforcement. Tenant shall inform Tenant’s guests of the no smoking rule. Tenant shall promptly give Landlord notice of any incident of smoking or migrating secondhand smoke.

DISCLAIMER: Tenant acknowledges the following: a) that the adoption and/or enforcement of the no smoking rule shall not make the Landlord a guarantor of Tenant’s health; b) the adoption and/or enforcement of the no smoking rule shall not, in any way, change the warranty of habitability, the covenant of quiet enjoyment, or other duty of care owed to the Tenant; and c) that Landlord’s ability to police, monitor, or enforce the no smoking rule is dependent in significant part on compliance by the Tenant. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant’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 unit or common areas will be free from secondhand smoke during enforcement efforts by Landlord or based on the migration of secondhand originating from off the property.

EFFECT ON CURRENT RESIDENTS: Tenant acknowledges that current tenants residing in the complex under a prior lease, if any, will not be immediately required to cease smoking within their apartments. As current residents move out or have their leases renewed, the smoke-free policy will become effective for their apartments.

WITNESS the execution hereof under seal this ___ day of _____, 20__.

Landlord

Tenant

Landlord

Tenant

Tenant