

SMOKE-FREE LEASE ADDENDUM

1. **THE PARTIES.** This Lease Addendum (“Addendum”), made effective as of _____, is by and between:

Landlord: _____ (“Landlord”) and

Tenant: _____ (“Tenant”).

The Landlord and Tenant are each referred to herein as a “Party” and, collectively, as the “Parties.”

2. **ORIGINAL LEASE.** This Addendum is being added to the lease agreement between the Parties, dated _____, for the property located at

 (“Original Lease”).

3. DEFINITIONS.

- a) “Smoking” means inhaling, exhaling, breathing, or carrying any lighted or heated cigar, cigarette, pipe, vaporizer (e.g., e-cigarette), hookah, shisha, or other tobacco, marijuana, herbal or similar products, whether natural or synthetic, in any manner or in any form.
- b) “Business Invitee” shall include, but is not limited to, any contractor, tradesperson, agent, household worker, or other person hired by the Landlord, the Tenant, or resident to provide a service or product.

4. **SMOKING POLICY.** The following smoking policy shall apply to the Tenant, members of the Tenant’s household, visitors, guests, and business invitees: (check one):

- Smoking is prohibited on the entire property.
- Smoking is prohibited on the entire property, except in the following areas:

 - Smoking is allowed on the entire property, except in the following areas:

5. **THIRD-PARTY BENEFICIARIES.** The Parties agree that other tenants of the property are third-party beneficiaries of this Addendum. A tenant may sue another tenant to enforce this Addendum but does not have the right to evict another tenant. Any lawsuit between tenants regarding this Addendum shall not create a presumption that the Landlord has breached this Addendum.

- 6. EFFECT OF BREACH.** A breach of this Addendum by the Tenant shall be deemed a material breach of the Original Lease and grounds for enforcement actions, including eviction. The Tenant acknowledges that a breach of this Addendum shall also render the Tenant liable to Landlord for the costs of repair to the Tenant's rental unit due to damage from smoke odors or residue.
- 7. LANDLORD OBLIGATIONS.** The Landlord shall take reasonable steps to enforce the smoking policy. The Landlord is not required to take steps in response to smoking in violation of this Addendum unless the Landlord knows of the smoking or has been given written notice. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Landlord does not assume any higher duty of care to enforce this Addendum than any other obligation under the Original Lease.
- 8. DISCLAIMER.** The Tenant acknowledges that the smoking policy does not in any way change the standard of care that the Landlord would have to any Tenant household to render the property safer, more habitable, or improved in terms of air quality standards than any other rental property. The Landlord specifically disclaims any implied or express warranties that the building, common areas, or the Tenant's premises will have any higher or improved air quality standards than any other rental property. The Landlord does not warrant or promise that the rental premises or common areas will be free from secondhand smoke or vapor. The Tenant acknowledges that the Landlord's ability to police, monitor, or enforce the provisions of this Addendum is dependent in significant part on voluntary compliance by the Tenant and the Tenant's guests.
- 9. EFFECT ON LEASE.** Except as specifically mentioned in this Addendum, all other terms and conditions of the Original Lease shall remain in full force and effect.
- 10. EXECUTION.** This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Landlord Signature: _____ **Date:** _____

Print Name: _____

Tenant Signature: _____ **Date:** _____

Print Name: _____