



Tenant's Name: [FullName()]

Unit#: [Lease.Unit.Name()]

The following additional terms, conditions and rules 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 Property Rules and the Lease.

1. Purpose of No-Smoking Policy. Secondhand smoke is a Class A carcinogen, which means it is a cancer causing agent and there is no safe exposure level. Secondhand smoke can travel through doorways, windows, wall joints, plumbing spaces and even light fixtures, therefore secondhand smoke can adversely affect the health of residents in other units. The U.S. Department of Housing and Urban Development encourages owners of multi-family properties to implement smoke-free policies. The Heights on Green Street desires to provide a smoke-free living environment for its residents. The parties desire to mitigate the irritation and known health effects of secondhand smoke as well as the increased risk of fire from smoking

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. Electronic Cigarettes are also prohibited. The term "electronic cigarette" means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as she or he simulates 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 Complex. Tenant agrees and acknowledges that the premises to be occupied by Tenant have been designated as a smoke-free living environment. Tenant and any visitors shall not smoke anywhere in the unit rented by Tenant, or within 25 feet of any of the common areas such as the hallways, stairwells or patios, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

4. Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations. Tenant shall inform Tenant's guests of the no smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.

5. Landlord to Promote No-Smoking Policy. Landlord shall post no-smoking signs at entrances and exits, common areas and hallways

6. Landlord Not a Guarantor of Smoke-Free Environment. Tenant 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 Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its lease. 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. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement. Tenant agrees that the other Tenants at the complex are the third-party beneficiaries of Tenant's smoke free addendum agreements with Landlord. (In layman's terms, this means that Tenant's commitments in this Addendum are made to the other Tenants as well as to Landlord.)

8. 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 Rules and the Lease. A material breach of this Addendum shall be a material breach of the Lease and will be good cause for immediate termination or non-renewal of the Lease by the Landlord. **Additionally, if Tenant should breach this Addendum, Tenant shall reimburse Landlord for any and all expenses incurred to restore the unit to a smoke free condition.**

9. Disclaimer by Landlord. Tenant 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 Tenant 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 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 rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. 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 obligation under the Lease and Rules.

Tenant acknowledgment: I hereby acknowledge the Smoke-Free Policy as part of the lease agreement and I agree to not smoke in the areas listed above. I will be responsible for enforcing this non-smoking policy with all of my visitors, guests, and relatives who visit the premises. Failure to strictly comply with the above Smoke-Free Policy may result in eviction from the premises.

[FullName()] _____ Date

LANDLORD _____ Date

