

Model Smoke-Free Lease Addendum

This model lease addendum prohibits smoking of all tobacco products, including e-cigarettes, everywhere on property—both inside and outside—and encourages consideration of an enforcement policy.

It should be modified to fit your property's needs.

Changes to one part of the policy may require changes to other parts as well.

Created by Live Smoke Free and updated by the Public Health Law Center with funds from the Minnesota Department of Health. This document is provided for educational purposes only and should not be considered legal advice.

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Tenant and all members of Tenant's household are parties to a written lease with Landlord (the Lease). This Addendum states the following additional terms, conditions, and rules that are hereby incorporated into the Lease. A breach of this Lease Addendum gives each party all the rights contained herein, as well as the rights in the Lease.

1. Purpose of Smoke-Free 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 property insurance for a non-smoke-free building.

2. Definitions:

“Smoke” or “Smoking” means inhaling or exhaling smoke, aerosol, or vapor from any lighted or heated cigar, cigarette, pipe, electronic delivery device, or any other natural or synthetic tobacco or plant product. “Smoke” or “Smoking” also includes burning or possessing any lighted or heated cigar, cigarette, pipe, electronic delivery device, or any other natural or synthetic tobacco or plant product intended for inhalation.

“Electronic delivery device” means any product that can be used to deliver aerosolized or vaporized nicotine, lobelia, or any other substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, or vape pen.

3. Scope of Smoke-Free Policy. Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant, members of Tenant's household, and any guests under control of the Tenant will not smoke anywhere in or on the:

- Unit rented by Tenant, including any associated balconies, decks, or patios;
- Common areas of the property, including, but not limited to, lobbies, hallways, stairwells, elevators, laundry rooms, community rooms, community bathrooms, or offices; or
- Grounds of the property, including, but not limited to, entryways, playgrounds, pool areas, walking paths, or sitting areas.

4. Tenant to Promote Smoke-Free Policy and Alert Landlord of Violations. Tenant will inform Tenant's guests of the smoke-free policy. Tenant will also promptly give Landlord a

written statement of any incident where Tenant observes smoking not allowed by this policy or believes smoke is migrating into the Tenant's unit from sources outside of the Tenant's unit.

5. Landlord to Enforce Smoke-Free Policy. Landlord will post no-smoking signs at entrances and exits, common areas, and in conspicuous places adjoining the grounds of the property. Landlord will also take reasonable steps to promptly remedy known and reported violations of the smoke-free policy. Landlord is not required to take steps in response to smoking unless Landlord knows of the violation. *[Consider referencing your process for handling lease violations or establishing a graduated enforcement protocol that describes how a first, second, and subsequent violations will be handled as well as what will be considered evidence of smoking].*

6. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement. Tenant agrees that other Tenants of the rental community are third-party beneficiaries of Tenant's smoke-free Lease Addendum with Landlord. A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages but does not have the right to evict another Tenant. Any lawsuit between Tenants does not create a presumption that the Landlord breached this Lease Addendum.

7. Effect of Breach and Right to Terminate Lease. *[Consider referencing your process for handling lease violations or establishing a graduated enforcement protocol that describes how a first, second, and subsequent violations will be handled as well as what will be considered evidence of smoking].* Tenant acknowledges that breach of this Lease Addendum will render Tenant liable to Landlord for the costs to repair Tenant's unit due to damage from smoke odors or residue. A breach of this Lease Addendum gives each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Lease Addendum is a material breach of the Lease and grounds for immediate enforcement action, including termination of the Lease by the Landlord.

8. Disclaimer by Landlord. Tenant acknowledges that Landlord's adoption of a smoke-free living environment and the efforts to designate the premises as smoke-free do not in any way change the standard of care that Landlord or its managing agents 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. Landlord and its managing agents are not the guarantor of Tenant's health or the smoke-free condition of the premises. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Lease 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 Lease Addendum than any other landlord obligation under the Lease.

LANDLORD

TENANT(S)

DATE

DATE
