



BUILDING AND GROUNDS SMOKE-FREE LEASE AGREEMENT

- 1. Purpose of No-Smoking Policy.** Management and Resident desire to mitigate (1) the irritation and known health effects of secondhand smoke, (2) the increased maintenance, cleaning, and redecorating costs from smoking, (3) the increased risk of fires caused by smoking, and (4) the higher costs of fire insurance for a non-smoke-free building.
- 2. Definition of Smoking.**

“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. Smoke-Free Property.** Resident agrees and acknowledges that the entire premises have been designated as a smoke-free living environment. Resident and members of Resident’s household shall not smoke anywhere in the Apartment, on the Apartment’s patio or balcony, anywhere in the Building, or anywhere on the Grounds of the Property, nor shall Resident permit any of Resident’s guests or visitors to do so.
- 4. Resident to Promote No-Smoking Policy and Alert Management of Violations.** Resident shall inform members of Resident’s household and Resident’s guests and visitors of the No-Smoking Policy. Further, Resident shall promptly notify Management in writing of any violations of the No-Smoking Policy that Resident observes; or any incident where tobacco smoke is migrating into Resident’s unit from sources outside of Resident’s unit.
- 5. Management to Promote No-Smoking Policy.** Management shall post no-smoking signs at entrances and exits, hallways, common areas, on grounds and in other conspicuous places on the property.
- 6. Management Not a Guarantor of Smoke-Free Environment.** Resident acknowledges that Management’s adoption of a Smoke-Free Policy and the efforts to designate the building as smoke-free do not make Management or its agents the guarantor of Resident’s health or the smoke-free condition of the unit, common areas or grounds. Management shall take reasonable steps to enforce the Smoke-Free Policy and to make the entire property smoke-free. Management is not required to take steps in response to violations of the Smoke-Free Policy unless Management has actual knowledge of said violations or has been given written notice of said violations.
- 7. Other Residents are Beneficiaries of Resident’s Agreement.** Resident agrees that Resident’s commitments in this Addendum are made to the other Residents as well as to Management. A Resident may sue another Resident for an injunction to prohibit smoking or for damages but does not have the right to evict another Resident. Any suit between Residents herein shall not create a presumption that Management breached this Addendum.
- 8. Effect of Breach and Right to Terminate Lease.** A breach of the Lease Addendum shall be considered a material breach of the Lease and grounds for immediate termination of the Lease by Management. Resident shall be responsible for all damages and costs associated with such the termination of the Lease.
- 9. Disclaimer by Management.** Resident acknowledges that Management’s adoption of the Smoke-Free Policy and the efforts to designate the Property as smoke-free do not in any way change the standard of care that Management has to the Resident to render buildings and premises designated as smoke-free any safer, more habitable, or improved in air quality standards than any other rental property. Management specifically disclaims any implied or express warranties that the building, common areas, grounds or Resident’s premises will have any higher or improved air quality standards than any other rental property. Management does not warrant or promise that the premises, common areas or grounds will be smoke-free. Resident acknowledges that Management’s ability to police, monitor, or enforce the Smoke-Free Policy is dependent in significant part on voluntary compliance by Resident, members of Resident’s household, and Resident’s guests and visitors. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Management does not assume any higher duty of care to enforce this Addendum than any other Management obligation under the Lease.
- 10. Effect on Current Residents.** Resident acknowledges that existing Residents will be subject to the Smoke-Free Policy as of _____. The Smoke-Free Policy will become effective for the entire property and grounds.

Resident Signature

Property/Unit

Date

Resident Signature

Property/Unit

Date

Management Signature

Date