## **Smoke-Free Lease Addendum**

This Addendum is attached to and made a part of the Lease commencing on the day of 20
This Addendum is attached to and made a part of the Lease commencing on theday of, 20
between Preferred Management Services, Inc. ("Management") and
for the premises located at
This Addendum states additional rules that are incorporated into the Residential Lease. This Addendum will survive al
lease renewals and the signing of any new leases. A breach of this Addendum constitutes a breach of the Residential Lease
and shall give Management all of the rights contained herein as well as the rights in the Residential Lease. Residents may
be evicted for violating this Addendum. Resident agrees as follows:
<u>Purpose of No-Smoking Policy</u> . The parties desire to mitigate (i) the irritation and known health effects of secondhance
smoke; (ii) the increased maintenance, cleaning, and redecorating costs at the community from smoking; (iii) the increased
risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.
<u>Definition of Smoking or Smoke.</u> The term "smoke" or "smoking" means to inhale, exhale, breathe, possess, to carry any
lighted cigar, lighted cigarette, lighted tobacco product, lighted non-tobacco product meant for inhalation or ingestion by
persons, or similar lighted product that produces smoke, in any manner or in any form. To avoid confusion among other
residents or Management, "smoking" or "smoke" also means to use electronic or "smoke-free" cigarettes or to "vape"
any substance.
<u>Smoke-Free Complex.</u> Resident agrees and acknowledges that the Resident's unit has been designated as smoke-free
Resident, members of Resident's household, and guests shall not smoke anywhere in the building, in any other unit rented
by other residents, or in any interior common areas of the building. Smoking is allowed outdoors, but not within 25 fee
of any building entrance. At Management's discretion, Management may designate outdoor smoking areas with signs
and Resident must smoke only in any so-designated smoking areas.
Resident agrees to inform his/her guests of these rules and to secure Resident's guests' compliance with these rules.
Disclaimer by Management. Resident acknowledges that

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a. Management's adoption of smoke-free housing and efforts to designate the community as smoke-free do not

make Management or Owner the guarantor of Resident's health or the smoke-free condition of Resident's unit or common areas.

- b. Management cannot and does not warrant or promise that the unit or common areas will be free from secondhand smoke.
- c. Management specifically disclaims any implied or express warranties that the building, common areas, or Resident's unit will have any higher or improved air quality standards than any other residential property.
- d. Management's adoption of a smoke-free living environment and the efforts to designate the building as smoke-free do not in any way change any standard of care that Management would owe Resident 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.
- e. Management does not assume any higher degree of liability, responsibility, or duty of care as it relates to residents with respiratory ailments, allergies, or any other physical or mental condition other than to take reasonable steps to enforce this Addendum.
- f. Management's ability to police, monitor, or enforce these rules is dependent in significant part on the voluntary compliance by Resident and Resident's guests.

Agreed to:			
Resident	Date	Resident	Date
Resident	Date	Resident	Date
 Management	 Date		

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