

## Smoke-Free Lease Addendum

This Addendum is attached to and made a part of the Lease commencing on the \_\_\_\_\_ day 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 all 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:

1. **Purpose of No-Smoking Policy.** The parties desire to mitigate (i) the irritation and known health effects of secondhand 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.
2. **Definition of Smoking or Smoke.** 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.
3. **Smoke-Free Complex.** 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 feet 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.

4. **Disclaimer by Management.** Resident acknowledges that
  - a. Management’s adoption of smoke-free housing and efforts to designate the community as smoke-free do not

