

**SMOKE-FREE LEASE ADDENDUM**

ADDENDUM TO RENTAL AGREEMENT dated \_\_\_\_\_, 20\_\_\_\_, between

\_\_\_\_\_, as agent for owner ("Landlord"), and the undersigned Resident(s):

APARTMENT COMMUNITY: \_\_\_\_\_

RESIDENT(S) NAME(S): \_\_\_\_\_

APARTMENT ADDRESS: \_\_\_\_\_

LEASE EXPIRATION DATE: \_\_\_\_\_

This Addendum is hereby made part of the Lease Agreement.

A. Resident, any members of the Resident's household or a guest or other person under the Resident's control, acknowledges that the Apartment has been designated as a smoke-free living environment. Smoking is not permitted anywhere in the Apartment rented by Resident, or the Premises which include but are not limited to all patios, decks, picnic areas, within 25 feet of the building, all sidewalks and the parking lot.

B. Resident, any members of the Resident's household or a guest or other person under the Resident's control, acknowledges that the Landlord's adoption of a smoke-free living environment, and the efforts to designate the Premises as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Resident's health or of the smoke-free condition of the Resident's Apartment or Premises. Landlord shall use its best efforts to enforce the smoke-free terms of its lease and to make the Premises smoke-free.

C. Resident, any members of the Resident's household or a guest or other person under the Resident's control, acknowledges that the Landlord's adoption of a smoke-free living environment does not in any way change the standard of care that the Landlord or managing agents would have to a resident's household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other Apartment. Landlord disclaims any implied or express warranties that the building, Premises, or Resident's Apartment will have any higher or improved air quality standards than any other Apartment. Landlord does not warrant or promise that the ability to police, monitor or enforce this Lease Addendum is dependent in significant part on voluntary compliance by Resident, members of the Resident's household, and guests. Residents 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 of the other of Landlord's obligations under the Lease.

D. A breach of this Lease Addendum shall be a material breach of the Lease and grounds for immediate termination of the Lease by the Landlord. Resident shall be responsible for all damages due to smoking-related activities and costs associated with termination of Lease due to material breach.

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Resident(s) (If more than one, each must sign)