

SMOKE-FREE ADDENDUM

Due to the increased risk of fire, smoke damage, increased wear and tear on the premises, and known health effects of second-hand tobacco smoke, smoking is prohibited in all private and common areas in or adjacent to rental unit # _____, whether enclosed or outdoors. Further, smoking is prohibited in all common areas of the property identified below as "Smoke-free areas", whether enclosed or outdoors. This policy shall apply to owners, agents, leasing representatives, residents, guests, invitees, and vendors. The term "smoking" shall be defined as burning, inhaling, exhaling, or carrying any lighted cigar, cigarette, or other tobacco product in any manner or any form.

Resident Acknowledgment:

Resident(s) hereby acknowledge and agree to the above smoke-free policy and that this addendum shall become a material part of the lease or month-to-month rental agreement under which Resident(s) hold possession of the premises. Resident(s) agree that the smoking prohibition will include the above rental unit, plus extend to all of the property, including those areas listed below. Resident(s) shall be responsible for enforcing this policy with all co-occupants, visitors, guests, co-signers, and other persons who visit the premises.

Smoke-Free Common Areas: _____

_____ If this box is marked, then this property is currently transitioning to a smoke-free policy in the above designated smoke-free areas and certain designated smoke-free rental units. Resident(s) acknowledge and agree that said transition could take a significant amount of time as management must honor existing leases and therefore cannot warranty, guarantee or promise Resident(s) that other persons on the premises will fully honor the smoke-free policy. Resident(s) agree to notify management in writing of any complaints or concerns that have about violations of the smoke-free policy in common areas or individual rental units so that management can attempt to address the problem on behalf of the Resident(s).

Resident(s) further understand and agree that violation of this addendum shall be deemed to be material to the lease under which Resident(s) hold possession of the premises and could subject Resident(s) to further legal proceedings, including termination of said lease and all damages to restore the rental unit to a clean and smoke-free condition.

MANAGEMENT:

RESIDENT(S):

By _____

Address: _____
