



Smoke-Free Housing Policy Bronze Standard Addendum (Smoking Prohibited in Apartment Units and Indoor and Outdoor Amenity Areas)

This Addendum made this ____ day of _____, 2018 is incorporated into the Apartment Lease Contract by and between [name of property management company/owner] (“Landlord”, “Property Manager/Owner”) and _____ (“Resident”) for the property located at [street address, city, state, and zip code]. (“Premises”)

Purpose of No-Smoking Policy: The parties desire to mitigate (i) the known health effects and irritation of secondhand smoke; (ii) the increased maintenance, cleaning, and renovating costs from smoking; (iii) the increased risk of fire from smoking materials; and (iv) the high cost of fire insurance for properties where smoking is permitted.

This Addendum is incorporated by reference into the Apartment Rental Contract.

Definitions:

1. *“Smoking” refers to any use or possession of a cigar, cigarette, or pipe containing tobacco or a tobacco product while that tobacco or product is burning, lighted, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to, any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars or pipes. Smoking also refers to use or possession of burning, lighted, or ignited non-tobacco products if they are unlawful, noxious, offensive, unsafe, unhealthy, or irritating to other persons. “Smoking” also includes, but is not limited to, marijuana smoke, and electronic smoking devices. Electronic smoking devices include, but are not limited to, electronic cigarettes, electronic hookahs, and other similar devices. “Electronic Cigarette” does not include any product specifically approved by the U.S. Food and Drug Administration for sale as a tobacco cessation product that is being marketed and sold solely for the approved purpose.*
2. *“Electronic cigarette” means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as he or she simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.*
3. *“Indoor Areas” extends to, but is not limited to, management and leasing offices, building interiors and hallways, building common areas, apartments, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether on the interior of the apartment community and enclosed spaces on the surrounding community grounds.*
4. *“Outside areas” means any area on the property that does not meet the definition of an “Indoor Area” but not limited to, stairways, patios, balconies, parking lots, playgrounds, both private and work vehicles on the property, and the swimming pool area (s).*



Smoke-Free Policy:

1. *Effective with the execution of this Addendum the Apartment Community is a smoke-free property. This means smoking is prohibited in all apartment units and any indoor or outside amenity area on the property. This includes but is not limited to all the units including patios, balconies, common indoor areas, and outdoor amenity areas such as playground and swimming pool. All residents, guests, property management staff, and outside vendors must abide by this policy at all times and may only smoke in outdoor areas on the property not described herein.*
2. This policy applies to all current and new residents, all employees, and all guests at all times.
3. A resident household will be determined to be in violation of this addendum and the smoke-free policy if:
 - a. An employee or member of the Apartment Community staff witnesses a Resident, Resident's guest, family member, social guest, service provider, or other person smoking indoors or outside anywhere on the Premises.
 - b. A member of the Apartment Community staff witnesses a lighted smoking product in an ashtray or other receptacle inside an apartment unit.
 - c. Damages to the interior of the Apartment Community as a result of burns caused by smoking products, including burns to resident owned property.
 - d. There is evidence of smoking inside the Premises, such as cigarette or other smoking product smells, smoke clogged filters, and smoke film including smoke damage to walls.
 - e. There are repeated reports to the Apartment Community staff of violations of this smoke-free policy by other third parties, including occupant, guests, other residents, vendors and staff.
 - f. Plumbing is back up or clogged caused by a smoking product or products.
 - g. There is evidence of ashes on any surface inside the Premises.

The Apartment Community staff will follow a progressive course of lease enforcement actions in implementing the smoke-free policy.

1st offense: Management will send the resident a written reminder or warning letter of the smoke-free policy, including a copy of the smoke-free lease addendum.

2nd offense: Management will send the resident a second written reminder or warning letter of the smoke-free policy, including a second copy of the smoke-free addendum



3rd offense: Management will send the resident a written notice of a mandatory conference to discuss the smoke-free policy and repeated violations. This will be a final warning that if any further violations occur, the lease will be terminated.

4th offense: A written termination or eviction notice to terminate the lease will be issued.

4. "No Smoking" signs will be posted inside and outside the building(s).
5. If a resident smells tobacco smoke in any place in the building(s), he or she shall report this to the property manager as soon as possible.
6. Resident acknowledges the adoption of a smoke-free living environment and the efforts to designate the property as smoke-free do not make the Manager or Owner or any of its managing agents the guarantor of Resident's health or of the smoke-free condition of the Resident's unit and the common areas. However, the Manager or Owner shall take reasonable steps to enforce the smoke-free terms of the Lease. Resident agrees to hold Manager or Owner harmless and not liable for failure to take any action to enforce the smoke-free terms of this Addendum, including but not limited to, any claim for diminution in value, constructive eviction, negligence, breach of quiet enjoyment, and/or any other claim whatsoever.
7. Resident agrees that the other Residents at the property are the third-party beneficiaries of Resident's smoke-free addendum agreements with Owner or Management. (*In other words, this means that Resident's commitments in this Addendum are made to the other Residents as well as to Property Manager/Owner.*) A Resident may sue another Resident for damages or seek 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 the Manager or Owner breached this Addendum.
8. **Default:** Failure of any resident, including his occupants, social guests, and invitees to follow the smoke-free policy or comply with any provision of this Addendum is considered a lease violation and is a material breach of this addendum and the lease authorizing Management to terminate the lease or Resident's right of possession to the Premises.
9. Resident acknowledges that Property Manager/Owner's adoption of a smoke-free living environment and the efforts to designate the property as smoke-free do not in any way change the standard of care that the Owner or Management would have to a Resident 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 property. Property Owner or Management specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other property. Property Owner or Management cannot and does not warranty or promise that the premises or common areas will be free from secondhand smoke. Resident acknowledges that Property Owner or Management's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests. Residents with respiratory



ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Property Owner or Management shall be held harmless and not liable to Resident for any medical conditions relating to smoke exposure by Resident. Owner or Manager is not liable as a result of any Resident's failure to comply with this Addendum. Resident agrees to forever release and waive any claim arising out of any other Resident, his occupants, or social guests violating this addendum, including, but not limited to, any claim for diminution in value, damages, breach of quiet enjoyment, constructive eviction, and any other claim whatsoever.

10. Resident acknowledges that current Residents residing in the property under a prior lease will not be immediately subject to the No-smoking Policy. As current Residents move out, or enter into new leases, the smoke-free policy will become effective for their unit or new lease.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

Resident Date

Resident Date

Owner/Agent Date