



Smoke-Free Housing Policy Gold Addendum (No Smoking on the Premises)

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 any indoor or outside area on the property ("Premises").
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 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 in a unit, 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 and this Addendum by any third party, including any other resident, occupant, staff member, or vendor.
 - f. Plumbing is backed up or clogged caused by a smoking product or products.
 - g. There is evidence of ashes on any surface inside the Premises.

Landlord and its staff will enforce the smoke-free policy according to the following procedures, except when a violation causes a fire at the Premises. In the event of fire caused by Resident, his or her occupants, social guests, or family members as a result of violation of the smoke-free policy, then Resident is responsible and liable for all damages caused to the premises, including but not limited to, damages to property as a result from fire, smoke, and water, and rent due through the end of the term of the lease or through the re-rental date, whichever comes sooner regardless of whether Resident is able to occupy 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 Property Manager/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 Property Manager/Owner shall take reasonable steps to enforce the smoke-free terms of the Lease. Property Manager/Owner is not required to take steps in response to smoking unless Property Manager/Owner knows of said smoking or has been given written notice of said smoking.
7. Resident agrees that the other Residents at the property are the third-party beneficiaries of Resident's smoke-free addendum agreements with Property Manager/Owner. (*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 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 Property Manager/Owner breached this Addendum.
8. **Default:** A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Addendum shall be a material breach of the lease and grounds for immediate termination of the Lease by the Property Manager/Owner.
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 Property Manager/Owner or managing agent 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 Manager/Owner 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 Manager/Owner cannot and does not warranty or promise that the premises or common areas will be free from secondhand smoke. Resident acknowledges that Property Manager/Owner'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 Manager/Owner does not assume any higher duty of care to enforce this Addendum than any other Property Manager/Owner obligation under the Lease. 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 hereby waives 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