

Smoke-Free Property Lease Addendum With Penalties for Violations

*This is a sample lease and should not be considered legal advice.
Please consult an attorney before implementing a smoke-free policy.*

This agreement is an addendum to that certain Lease dated (the "Lease") by and between BLANK Management Company, as agent for the Owner of BLANK PROPERTIES ("Management"), and Resident for the demise of Apartment # ___(the "Apartment") at BLANK PROPERTIES (the "Apartment Community"). [All capitalized terms not defined herein shall be defined the same as in the Lease.] The parties hereto acknowledge and/or agree, as applicable, to the following:

1. Purpose of No-Smoking Policy: The parties desire to mitigate (i) the migration and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs caused by smoking; (iii) the increased risk of fire from smoking; and (iv) the high costs of fire insurance for allowing smoking in a building;
2. Definition of Smoking: The term "smoking" means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, pipe, hookah, or any other lighted or heated tobacco or other plant product, including but not limited to marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic delivery device, which creates an aerosol or a vapor (vaping), in any manner or in any form.
3. "Electronic Delivery Device (EDD)" means an electronic device activated when one draws on the mouthpiece and which, when activated, emits a solution producing an aerosol or a vapor that may be inhaled or absorbed by the user. EDDs include, but are not limited to, E-cigarettes, E-cigars, E-pipes, vape pens, and E-hookahs, and may include any substance with or without nicotine intended to be aerosolized or vaporized during the use of the device.
3. Smoke-Free Community: Resident agrees and acknowledges that the Apartment Community, including without limitation the Apartment (which includes the Apartment's interior and exterior, such as balconies and patios) and all common areas, have been designated as a smoke-free living environment. Resident and Resident's Invitees shall not smoke anywhere in the Apartment or the building where the Apartment is located or in any of the common areas or adjoining grounds of such building or other parts of the Apartment Community.
4. Resident to Promote No-Smoking Policy: Resident will inform Resident's Invitees of the no-smoking policy. Resident remains responsible for any violation by Resident's Invitees of the no-smoking policy as well as all other rules or regulations of the Apartment Community.
5. Management to Promote No-Smoking Policy: Management will post no-smoking signs at entrances, exits and common areas, and other areas as it sees fit.
6. Management Not a Guarantor of Smoke-Free Environment: Resident acknowledges that Management's adoption of a smoke-free living environment, and the efforts to designate the Apartment Community as smoke-free, do not make the Management or any of its managing agents the guarantor of Resident's health or of the smoke-free condition of any Apartment or the Apartment Community. However, Management shall take reasonable steps to enforce the smoke-free terms of its leases and to make the Apartment Community smoke-free. Management is not required to take steps in response to smoking unless Management has evidence of smoking.
7. Effect of Breach and Right to Terminate Lease: A breach of this Lease Addendum constitutes a breach under the terms of the Lease and shall give each party all the rights contained therein and.
8. Resident Violations:
 - a. First Violation:
 - (i) A Resident caught smoking outside of an apartment home but within the Apartment Community will receive a warning.
 - (ii) A Resident caught smoking in an apartment home or evidence of smoking in an apartment home will result in a \$___ fine. *(\$200 or more suggested)*
 - b. Second Violation: A Resident caught smoking inside an apartment home or in the common area will result in a \$___ fine and warning of future eviction for next offense. *(\$300 or more suggested)*
 - c. Third Violation: Eviction plus a restoration fee equivalent to the cost to effectively restore the unit to a smoke-free condition, in addition to any other fees or loss of rent associated with an early lease termination pursuant to your Lease.

9. Resident's Invitees Violations: The following action will be taken against Resident in the event any Resident Invitee is smoking at the Apartment Community:

- a. First Violation: Warning to Resident.
- b. Second Violation: \$___ fine to Resident. *(\$50 or more suggested)*
- c. Third Violation: \$___ fine to Resident. *(\$100 or more suggested)*
- d. Fourth Violation: \$___ fine to Resident. *(\$200 or more suggested)*
- e. Fifth Violation and any subsequent Violation: \$___ fine to Resident. *(\$300 or more suggested)*

10. Restoration of Status: After 12 consecutive months of no infractions (including by Resident and any Resident Invitees), the level of violation will revert to zero (i.e., if a Resident has incurred 2 violations and Resident Invitee's have 3 violations, if there are no further violations for a 12-month period following the last violation, the next violation will be a First Violation). All monies collected as fines will be donated by Management to the Group to Alleviate Smoking Pollution (gaspforair.org).

11. Disclaimer by Manager: Resident acknowledges that Management's adoption of a smoke-free living environment, and the efforts to designate the Apartment Community as smoke-free, does not in any way change the standard of care that the Management 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 rental premises. Management specifically disclaims any implied or express warranties that the Apartment Community, including any building, common area, or the Apartment will have any higher or improved air quality standards than any other rental property. Management cannot and does not warrant or promise that the Apartment Community, including without limitation the Apartment or any common areas, will be free from secondhand smoke. Resident acknowledges that 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 Invitees. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Management does not assume any higher duty of care to enforce this Addendum than any other Management obligation under the Lease.

RESIDENT ACKNOWLEDGES THAT HE/SHE/THEY **HAVE READ THIS ADDENDUM AND UNDERSTAND THE TERMS AND CONDITIONS CONTAINED HEREIN.**

RESIDENT(S):

MANAGEMENT:

Print Name: _____ BLANK MANAGEMENT COMPANY

as agent for Owner

Date Signed: _____

By: _____

Print Name: _____

Date Signed: _____

*This model policy is provided as a public service and should not be construed as legal advice.
An attorney should be consulted when adopting a no-smoking policy.*

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www.mysmokefreehousing.org

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