

Smoke Free Housing Lease Addendum

This addendum is agreed to and shall be made a part of the lease agreement between

_____ (Owner or Agent) and _____
_____ (Tenant) for the premises located at
_____ (Property).

This property has elected to adopt a Smoke-Free Facilities Policy.

- 1. Definition of Smoking.** The term “smoking” means inhaling, exhaling, breathing, or carrying and lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.
- 2. Smoke Free Complex.** Tenant agrees and acknowledges that the property, including the Unit to be occupied by Tenant and members of Tenant’s household, has been designated as a smoke-free living environment. Tenant and members of Tenant’s household shall not smoke within 25 feet of any building. Tenant shall not let any guests or visitors under the control of Tenant to smoke within 25 feet of any building.
- 3. Owner/Agent to Promote No-Smoking Policy.** Owner/Agent shall post no-smoking signs at entrances and exits, common area, hallways, and/or in such conspicuous places as may be appropriate to effect implementation of this policy. Tenant shall promptly give Owner/Agent notice of any incident of smoking or migrating secondhand smoke.
- 4. Owner/Agent is not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that the Owner/Agent’s adoption of a smoke-free living environment, and the efforts to designate the Property as smoke-free, do not make the Owner/Agent or any of its managing agents the guarantor of Tenant’s health or of the smoke-free condition of the Unit and the common area of the Property. Owner/Agent shall take reasonable steps to enforce the smoke-free terms of its leases; however, Tenant acknowledges that Owner/Agent’s ability to police, monitor, and enforce the no-smoking policy is dependent in significant part on compliance by the Tenants. Owner/Agent specifically disclaims any implied or express warranties that the Property will have any improved air quality or higher air quality standards than any other rental property. Owner/Agent cannot and does not warrant or promise that the Unit or the Property will be free from smoke. Owner/Agent is not required to take steps in response to smoking unless Owner/Agent has actual knowledge of said smoking or has been given written notice of said smoking.
- 5. Effect of Violation and Right to Terminate Lease.** A violation of this Lease Addendum by Tenant, any member of Tenant’s household, or any guest shall be a Material Breach of the Lease and Owner/Agent may exercise any and all remedies under the Lease for such breach.
- 6. Effective Date.** This Smoke-Free Housing Policy will be effective on _____.



PROPERTY MANAGEMENT | DEVELOPMENT
A Davis Real Estate Company



Tenant Acknowledgement:

I have read and understand the above no smoking policy and I agree to comply fully with the provisions provided herein.

TENANT(S):

Head of Household

Date

Signature

Date

Signature

Date

Signature

Date

OWNER/AGENT:

Owner/Agent Signature

Date