**NO SMOKING ADDENDUM**

This NO SMOKING addendum is made between  (hereinafter referred to as

“Landlord”) and (hereinafter referred to as “Tenant”) shall become a part of the Lease Agreement for the property having a street address of (hereinafter referred to as the “Premises”).

**No-smoking policy:** Due to the increased risk of fire, increased maintenance costs, and the health effects of secondhand smoke, Landlord is adopting the following No-Smoking Policy, which prohibits the smoking of any tobacco, marijuana, or other substance in any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, breezeways, laundry rooms, stairways, offices, and within all living units, and building(s) entry ways.

Tenants suspected of smoking in their unit will be fined a total of **Five Hundred and NO/100** DOLLARS (**$500.00**). This policy applies to all Tenants, guests, visitors, service personnel and employees.

**Definition:** The term "smoking" means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, other tobacco product, marijuana, or similar lighted product or substance in any manner or in any form.

**Landlord is not a guarantor of smoke free environment:** Tenant acknowledges that Landlord's adoption of a No-Smoking Policy, and the efforts to designate portions of the Property as non-smoking do not make Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke free condition of the non-smoking portions of the Property. However, Landlord will take reasonable steps to enforce the No-Smoking Policy. Landlord is not required to take steps in response to smoking unless Landlord has actual knowledge of the smoking and the identity of the responsible Tenant.

**Landlord disclaimer:** Tenant acknowledges that Landlord's adoption of a non-smoking living environment, and the efforts to designate portions of the Property as non-smoking does not in any way change the standard of care that Landlord has under applicable law to render the Property any safer, more habitable or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the Property will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the Property will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Tenants and Tenants' guests. Tenants with respiratory ailments, allergies or other

condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other Landlord obligation under the rental agreement.

**Lease violation:** Tenants are responsible for the actions of their household, their guests and visitors. Failure to adhere to any of the conditions of this Addendum will constitute both a material non-compliance with the Lease Agreement and a serious violation of the Lease Agreement. In addition, Tenant will be responsible for all costs to remove smoke odor or residue upon any violation of this Addendum.

Date:\_\_­­­­\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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