

NO SMOKING POLICY ADDENDUM to LEASE



- 1. Definition of smoking.** The term “smoking” means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, or other tobacco product or similar lighted product in any manner or in any form.
- 2. Property subject to no-smoking:** The entire property is non-smoking including, but not limited to, all buildings, units, porches, patios, balconies, yards, garages, parking areas and community room and other common areas (collectively the “Property”) and any other common areas within 25 feet of non-smoking buildings.
- 3. Landlord disclaimer.** Resident acknowledges that Landlord’s adoption of a nonsmoking living environment and the efforts to designate all, or portions of, the Property as nonsmoking does not in any way change the standard of care that the 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.

Resident acknowledges that Landlord’s ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Residents and Residents’ guests. Residents 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.

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

last updated 20150213



*Strengthening Homes,
Communities
and Lives*

