

Model Smokefree Multi-unit Housing Lease Addendum

The Resident and all members of Resident's family or household are parties to a written Lease with the (Landlord, Property Manager). This Addendum states the following additional terms, conditions and rules which are hereby incorporated into the original Lease agreement. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

1. Addendum Purpose: (name of housing) has elected to adopt a Smokefree Facilities Policy for all (name of housing) owned and operated rental facilities. A smokefree policy is based on recognition of the scientific evidence of the dangers of secondhand smoke as stated by the Environmental Protection Agency, the Public Health Service's National Toxicology Program and the 2006 U.S. Surgeon General's report. In addition, the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) has determined there is no filtration or ventilation system that can completely eliminate the carcinogens in secondhand smoke.

2. Definition of Smoking. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, electronic cigarette or other tobacco product or similar lighted product in any manner or in any form.

3. Smokefree Complex. Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident's household, as well as, outside areas have been designated as a smokefree. Resident and members of Resident's household shall not smoke anywhere in the unit rented by Resident, in the building where the Resident's dwelling is located, in any of the common areas inside the building or in any outside areas. Nor shall Resident permit any guests or visitors under the control of Resident to do so.

4. Resident to Promote No-Smoking Policy and to Alert (Landlord, Property Manager) of Violations. Resident shall inform Resident's guests of the no-smoking policy. Further, Resident shall promptly report to the (Landlord, Property Manager) any incident where tobacco smoke is migrating into the Resident's unit from sources outside of the Resident's unit.

5. (Landlord, Property Manager) to Promote No-Smoking Policy. Landlord shall post no-smoking signs at entrances and exits, common areas, hallways, unit entrances and/or in such conspicuous places as may be appropriate to ensure effective implementation of this policy.

6. (Landlord, Property Manager) Not a Guarantor of Smokefree Environment.

Resident acknowledges that (Landlord's, Property Manager's) adoption of a smokefree living environment, and the efforts to designate the rental complex as smokefree, do not make the (Landlord, Property Manager) or any of its managing agents, the guarantor of Resident's health or of the smokefree condition of the Resident's unit and the common areas. However, (Landlord, Property Manager) shall take reasonable steps to enforce the smokefree terms of its leases and to make the complex smokefree. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.

7. Effect of Violation and Right to Terminate Lease. A violation of this Lease Addendum shall give each party all the rights contained herein, as well as the rights previously outlined in the original Lease. A material breach of this Addendum shall be a material breach of the Lease and will be considered a lease violation.

8. Effective Date. This Smokefree Housing Policy will be effective on (implementation date).

Tenant Acknowledgement:

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

Resident Signature:

Unit Number: _____

Date: _____

(Landlord, Property Manager) Signature:

Date: _____