**No Smoking Lease Addendum**

**SAMPLE**

THIS DOCUMENT IS OF EXAMPLE AND IS PROVIDED FOR EDUCATIONAL PURPOSES ONLY.  IT IS NOT TO BE CONSTRUED AS LEGAL OPINION OR AS A SUBSTITUTE FOR OBTAINING LEGAL ADVICE OR DOCUMENT PREPARATION FROM AN ATTORNEY.  THE APPLICATION OF THE LAW OR PREPARATION OF LEGAL DOCUMENTS CAN VARY SUBSTANTIALLY DEPENDING ON SPECIFIC FACTS.

Reference is hereby made to the tenancy by and between the Tenant and the Landlord. The following additional provisions shall be fully applicable to the Lease and made part thereof as though included within the Lease itself. **If there is no written lease, this Addendum shall nevertheless be deemed a condition of the tenancy.** A breach of this lease addendum shall give each party all the rights contained herein, as well as the rights in the lease.

**DEFINITION OF SMOKING**: Smoking shall include the burning or combustion of any cigarette, cigar, pipe, hookah or other like product containing any amount of tobacco or like substance, including marijuana or any derivative thereof, cloves or any derivative, or any synthetic version of the said substances. *[LANDLORD’S OPTION: The use of smoking-like vaporization, aerosolization, and heat-not-burn devices shall be deemed smoking, except for FDA approved medicine or smoking cessation devices.]*

**SMOKE FREE AREAS:** No Tenant shall smoke in his/her unit or anywhere in or on the property. Tenant shall not allow his/her family members, occupants, invitees or guests to smoke in the Tenant’s unit or anywhere on the property. Smoking shall be prohibited throughout the entire building and grounds, including but not limited to, inside all tenants’ units, hallways, stairways, foyers, common rooms and facilities, decks, patios, exterior landings, front steps, entrance ways, roof tops, fire escapes, basements, storage areas, parking areas, driveways, walkways, lawns, gardens, adjoining grounds and building facilities, and while in a vehicle in the parking area or driveway.

**DESIGNATED SMOKING AREA:** The Landlord may but shall not be required to designate an outdoor area for smoking the during the lease term. The Landlord may undesignated any outdoor area for smoking at any time during the lease term.

**TENANT TO PROMOTE SMOKE FREE POLICY AND REPORT SUSPECTED VIOLATION:** Tenant shall inform Tenant's guests of the non-smoking policy. Further, Tenant shall promptly give the Landlord and/or Landlord’s management company a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant’s unit.

**EFFECTS OF BREACH AND RIGHT TO TERMINATE LEASE:** A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights contained in the Lease. A material or continuing breach of this Addendum shall be a material breach of the Lease and grounds for termination of the Lease.

**DISCLAIMER**: The adoption of a smoke free policy does not in any way change the standard of care that the landlord or its managing agent would have to a Tenant household to render building and premises designated smoke free any safer, more habitable, or improved in terms of air quality standards than any other rental property. The Landlord and its managing agent specifically disclaims any implied or express warranties that the building, common areas or Tenant’s premises will have any higher or improved air quality standards than any other rental property. The Landlord and its managing agent cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord and managing agent’s ability to police, monitor or enforce the agreements of the smoke free lease addendum is dependent in significant part on voluntary compliance by the Tenant and the Tenant’s guests.

**EFFECTIVE DATE:** This Smoke Free Lease Addendum shall be effective on \_\_\_\_\_\_\_\_\_\_\_\_.

Tenant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_