

SAMPLE LEASE AGREEMENT

****The portions of this addendum that have been included in parentheses may be adjusted depending upon the scope of your smoke- and vape-free policy.****

Resident and all members of the resident's family or household are parties to a written lease with Property Owner/Manager (the Lease). This addendum states the following additional terms, conditions, and rules that are incorporated into the lease. A breach of the lease addendum shall give each party the rights contained herein, as well as the rights provided for in the lease.

- 1. Purpose of Smoke- and Vape-Free Housing:** The parties' desire to mitigate (i) the irritation and known health effects caused by secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; (iv) the cost of fire insurance for non-smoke-free buildings.
- 2. a. Definition of Smoking:** "Smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other smoking device for using tobacco.
b. Definition of Electronic Cigarette: The term "electronic cigarette" means any electronic device that provides a vapor of liquid nicotine and/or other substance to the user as she or he simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes, or under any product name.
- 3. Smoke-Free Complex:** Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident's household have been designated as a smoke-free living environment. Resident and members of Resident's household shall not smoke anywhere in the unit rented (or owned, if coop or condo) by Resident, in the building where the Resident's dwelling is located, or in any of the common areas or any adjoining grounds, terraces, balconies, or other parts of the residential community, nor shall Resident permit any guest or visitors under the control of Resident to do so. The use of vaping devices, including e-cigarettes is also prohibited in all mentioned areas as well.
- 4. Resident to Promote No-Smoking Policy and Alert Landlord of Violations:** Resident shall inform Resident's guests of the smoke-free policy. Further, Residents shall promptly give Property Manager/Owner written statement of any incident where secondhand smoke is migrating into the Resident's unit from sources within the building.
- 5. Property Manager/Owner to Promote No-Smoking Policy:** Property Manager/Owner shall post no-smoking signs at the entrances and exits, common areas, and hallways (and in conspicuous places on the grounds of the building/complex).
- 6. Property Manager/Owner Not Guarantor of Smoke-Free Environment:** Resident acknowledges that Property Manager/Owner's adoption of the smoke-free living environment, and the efforts to designate the residential building/complex as smoke-free, do not make the Property Manager/Owner or any of its managing agents the guarantor of Resident's health or of the smoke-free condition of the Resident's unit and the common areas. However, Property Manager/Owner shall take reasonable measures to enforce the smoke-free terms of its leases and to make the [designated] areas of the building/complex smoke-free. Property Manager/Owner is not required to take steps in response to smoking unless Property Manager/Owner knows of said smoking or has been given written notice of said smoking.

(continued on following page)

- 7. Effect 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 provided for in the Lease. A material breach of this Addendum by the Resident shall be material breach of the Lease and grounds for termination of the Lease by the Property Manager/Owner. Property Manager/Owner acknowledges that in declaring the building (or portion of the building and outdoor areas) to be smoke-free, the failure to respond by Property Manager/Owner to a complaint filed by the Resident shall be treated as equivalent to failure to respond to request for maintenance.

Paragraph for existing residential communities that adopt smoke-free policies and phase in the policy:

- 8. Effect on Current Residents:** Residents acknowledge that current residents residing in the complex under a prior lease will not be immediately subject to the smoke-free policies. As current residents terminate occupancy, or enter into new leases, the smoke-free policy will become effective for those units.

Resident

Date

Property Manager/Owner

Date