

# Model Smoke-Free Lease Addendum

*[This model lease addendum prohibits smoking and vaping of all tobacco products, including e-cigarettes, everywhere on property—both inside and outside—and encourages consideration of an enforcement policy. It should be modified to fit your property’s needs. Changes to one part of the policy may require changes to other parts as well. This document is provided for educational purposes only and should not be considered legal advice.]*

Tenant and all members of Tenant’s household are parties to a written lease (“the Lease”) with the property owner or “Landlord.” This Addendum states the following additional terms, conditions, and rules that are incorporated into the Lease through this addendum (“Lease Addendum”). A breach of this Lease Addendum gives each party all the rights contained herein, as well as the rights in the Lease.

## Section 1. Purpose of Smoke-Free Policy

The parties desire to mitigate (i) the irritation and known adverse health effects of secondhand commercial tobacco smoke; (ii) the health dangers and property damage caused by thirdhand smoke; (iii) the increased maintenance, cleaning, and redecorating costs from commercial tobacco smoke; (iv) the increased risk of fire from smoking; and (v) the higher costs of property insurance for a non-smoke-free building.

## Section 2. Definitions

“Smoke” or “Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco, nicotine, or plant product intended for inhalation, including hookah and marijuana, whether natural or synthetic. “Smoking” also includes the use of an electronic smoking device. *[Some smoke-free policies provide exceptions for traditional, ceremonial, and sacred uses of tobacco practiced by some tribal communities, while prohibiting the use of commercial tobacco. If this is an area you’d like more information about, please visit [www.KeepItSacred.org](http://www.KeepItSacred.org).]*

“Electronic smoking device” means any device that can be used to deliver aerosolized or vaporized nicotine to the person inhaling from the device, including, but not limited to, a(n) e-cigarette, e-cigar, e-pipe, vape pen, Juul, or e-hookah.

## Section 3. Scope of Smoke-Free Policy

Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant’s household have been designated as a smoke-free living environment. Tenant, members of Tenant’s household, and any guests under control of the Tenant will not smoke anywhere:

- a) In the unit rented by Tenant, including any associated balconies, decks, or patios;
- b) In the common areas of the property, including, but not limited to, lobbies, hallways, stairwells, elevators, laundry rooms, community rooms, community bathrooms, or offices; or
- c) On the outdoor grounds of the property, including, but not limited to, entryways, playgrounds, pool areas, walking paths, or sitting areas.

#### **Section 4. Tenant to Promote Smoke-Free Policy and Alert Landlord of Violations**

Tenant will inform Tenant's guests of the smoke-free policy. Tenant will also promptly give Landlord a written statement of any incident where Tenant observes smoking not allowed by this policy or believes smoke is migrating into the Tenant's unit from sources outside the Tenant's unit.

#### **Section 5. Landlord to Enforce Smoke-Free Policy**

Landlord will post no smoking and no e-cigarette use signs at entrances and exits, common areas, and in conspicuous places adjoining the property grounds. Landlord will also take reasonable steps to promptly remedy known and reported violations of the smoke-free policy. Landlord is not required to take steps in response to smoking unless Landlord knows of the violation.

#### **Section 6. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement**

Tenant agrees that other Tenants of the rental community are third-party beneficiaries of Tenant's smoke-free Lease Addendum with Landlord. A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages but does not have the right to evict another Tenant. Any lawsuit between Tenants does not create a presumption that the Landlord breached this Lease Addendum.

#### **Section 7. Effect of Breach and Right to Terminate Lease**

Tenant acknowledges that a breach of this Lease Addendum may render Tenant liable to Landlord for the costs to repair Tenant's unit due to damage from smoke odors or residue. A breach of this Lease Addendum is a breach of the Lease and grounds for immediate enforcement action, including potential termination of the Lease by the Landlord.

#### **Section 8. Violation Enforcement**

- a) The first violation shall result in a verbal warning and reminder of the smoke-free policy.
- b) The second violation shall result in a verbal warning and provision of smoking cessation resources and materials.
- c) The third violation shall result in a written warning and provision of smoking cessation resources and materials.
- d) The fourth violation shall result in a notice to vacate with an option to remedy/cure, and provision of smoking cessation resources and materials.
- e) The fifth violation may result in a 10-day notice to vacate without the option to remedy or cure.

#### **Section 9. Disclaimer by Landlord**

Tenant acknowledges that Landlord's adoption of a smoke-free living environment and the efforts to designate the premises as smoke-free do not in any way change the standard of care that Landlord or its managing agents owes a Tenant and do not ensure that the smoke-free designated buildings and premises are any more safe, habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or more improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Landlord and its managing agents are not the guarantor of Tenant's

health or the smoke-free condition of the premises. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Lease Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Lease Addendum than any other landlord obligation under the Lease.

LANDLORD

TENANT(S)

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