



Non-Smoking Addendum to Lease

Tenants and all members of Tenant's family or household are parties to a written lease with Landlord (the Lease). This addendum states the following additional terms, conditions and rules are hereby incorporated into the Lease for the premises located at:

Property Address: _____

Smoking is prohibited inside the premises and garages. "Smoking" means inhaling, exhaling, burning or carrying any cigar, cigarette, pipe or any other device containing any tobacco products or any other leaf, weed or plant.

This prohibition applies to all owners, agents of the owner, management staff, guests, employees and servicepersons. Tenants are responsible for notifying their household members, guests and invitees of this smoking prohibition; and tenants are responsible for any violation, which shall be considered a material breach of the lease agreement.

A breach of this Lease Addendum shall give each party all the rights contained here, as well as the rights in the Lease.

1. Purpose of No-Smoking Policy. The parties desire to mitigate (i) the irritation and health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking; (iii) and the increased risk of fire from smoking.

2. Effect of Breach and Right to Terminate Lease. A breach of this Lease Addendum gives each party all the rights contained here, as well as the rights in the Lease. A failure to adhere to this Addendum will be considered a breach of the lease and grounds for immediate termination by the Landlord.

3. Disclaimer by Landlord. Tenant acknowledges that Landlord's adoption of a smoke-free living environment does not change the standard of care that the Landlord or managing agent would give to a Tenant, or that premises designated as smoke-free are any safer, more habitable, or improved in terms of air quality standards more than any other rental premises. Landlord disclaims any implied or express warranties that the Tenant's premises will have any higher or improved air standards than any other rental property and does not warranty or promise that the rental premises will be free from secondhand smoke. Tenant understands that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is significantly dependent on the voluntary compliance by Tenant and Tenant's guests.

4. Effect on Current Tenants. Tenant understands that as current tenants of Lillian Smith Property Management move out, or renew leases, the smoke-free policy of that property will become effective.

By signing below, resident acknowledges that it is a breach of the lease or rental agreement to smoke in a non-smoking property or garage.

Resident

Date

Resident

Date

Owner/Landlord/Agent

Date