

# SMOKE FREE ADDENDUM TO RENTAL AGREEMENT / LEASE

THIS AGREEMENT made and entered into between: \_\_\_\_\_, "Owner/Agent"

and \_\_\_\_\_, "Resident" who

Rents the premises from Owner/Agent located at:

\_\_\_\_\_, Unit# (if applicable) \_\_\_\_\_

(Street Address)

\_\_\_\_\_, CA \_\_\_\_\_

(City)

(Zip)

Tenant 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 which is incorporated into the Lease.

**1. Purpose of Addendum:** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building;

**2. Smoke-Free Premises:** 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. "Smoking" means inhaling, exhaling, burning, vaping, or carrying any lighted cigar, cigarette, pipe or any other device containing any tobacco product, or any other leaf, weed, plant or other products. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so. Should Landlord authorize smoking on the premises, the designated areas to do so, are indicated below.

**Select one:**

- Smoking is prohibited on the entire property, including individual units, common areas, every building and adjoining properties.
- Smoking is prohibited on the entire property **except** the following designated areas:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Tenant to Promote No-Smoking Policy:** Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating or drifting into the Tenant's unit from sources outside of the Tenant's apartment unit.

**4. Owner/Agent Not Guarantor of Smoke-Free Environment:** Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex/property as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. 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.



**5. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement.** Landlord and Resident agree that the other Tenants at the complex are the third-party beneficiaries this Addendum. Therefore, Tenant's commitments in this Addendum are made to the other Tenants as well as to 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 suit between Tenants herein shall not create a presumption that the Landlord breached this Addendum.

**6. 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 in the Lease. A material breach of this Addendum shall be a material breach of the lease and grounds for immediate termination of the Lease by the Landlord.

**7. Disclaimer by Landlord:** Tenant acknowledges that Landlord's adoption of a smoke free living environment, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smoke free any safer, more 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 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. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this 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 Addendum than any other landlord obligation under the Lease.

**8. Effect on Current Tenants:** Tenant acknowledges that current tenants residing in the complex under a prior lease will not be immediately subject to the No-smoking Policy. As current tenants move out, or enter into new leases, the smoke-free policy will become effective for their unit or new lease.

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

The undersigned Resident(s) acknowledges having read and understood the foregoing, and receipt of an original copy.

\_\_\_\_\_  
*Resident*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Resident*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Owner/Agent*

\_\_\_\_\_  
*Date*

