

Sample Lease Addendum



APPENDIX C

Note: You may adjust the portions of this addendum that have been included in brackets depending upon the scope of your smokefree policy.

Resident and all members of 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 this Lease Addendum shall give each party all the rights contained herein, as well as the rights provided for in the Lease.

- 1. Purpose of Smokefree 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; and (iv) the high cost of fire insurance for a non-smokefree building.
- 2. Definition of Smoking:** "Smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other lighted smoking device for burning tobacco or any other plant. This includes e-cigarettes, regardless of their nicotine content.
- 3. Smokefree Complex:** Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident's household have been designated as a smokefree living environment. Resident and members of Resident's household shall not smoke anywhere in the unit rented by Resident, in the building where the Resident'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 Resident permit any guests or visitors under the control of Resident to do so. (Include information about designated smoking areas if applicable)
- 4. Resident to Promote No Smoking Policy and to Alert Landlord of Violations:** Resident shall inform Resident's guests of the smokefree policy. Further, Resident shall promptly give Property Manager/Owner a written statement of any incident where secondhand smoke is migrating into the Resident's unit from sources outside of the Resident's apartment unit.
- 5. Property Manager/Owner to Promote No Smoking Policy:** Property Manager/Owner shall post no smoking signs at entrances and exits, common areas, and hallways (and in conspicuous places on the grounds adjoining the apartment complex).

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- 6. Property Manager/Owner Not a Guarantor of Smokefree Environment:** Resident acknowledges that Property Manager/Owner's adoption of a smokefree living environment, and the efforts to designate the rental complex as smokefree, do not make the Property Manager/Owner or any of its managing agents the guarantor of Resident's health or of the smokefree condition of the Resident's unit and the common areas. However, Property Manager/Owner shall take reasonable steps to enforce the smokefree terms of its leases and to make the [designated areas of the] complex smokefree. 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.
- 7. Other Residents are Third-Party Beneficiaries of Resident's Agreement:** Resident agrees that the other Residents at the complex are the third-party beneficiaries of Resident's smokefree addendum agreement with Property Manager/Owner. A Resident may sue another Resident for an injunction to prohibit smoking or for damages, but does not have the right to evict another Resident. Any suit between Residents herein shall not create a presumption that the Property Manager/Owner breached this Addendum.
- 8. 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 a material breach of the Lease and grounds for immediate termination of the Lease by the Property Manager/Owner. Property Manager/Owner acknowledges that in declaring this building (or portion of the building) to be smokefree, 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 a request for maintenance. Oklahoma law governing repair and deduct, the implied warranty of habitability, and the covenant of quiet enjoyment shall be understood to include the right to be smokefree contingent upon cooperation of both Resident and Property Manager/Owner. These provisions shall also be construed to result in a constructive eviction if Property Manager/Owner fails to timely respond to Resident's complaints regarding secondhand smoke.
- 9. Disclaimer by Property Manager/Owner:** Resident acknowledges that Property Manager/Owner's adoption of a smokefree living environment, and the efforts to designate the rental complex as smokefree, does not in any way change the standard of care that the Property Manager/Owner would have to a Resident household to render buildings and premises designated as smokefree any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Property Manager/Owner specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. Property Manager/Owner cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that Property Manager/Owner's ability to police, monitor, or enforce the agreements of the Addendum is

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dependent in significant part on voluntary compliance by Resident and Resident's guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Property Manager/Owner does not assume any higher duty of care to enforce this Addendum than any other Property Manager/Owner obligation under the Lease.

[Optional Paragraph for Existing Rental Communities that Adopt Smokefree Policies]

Effect on Current Residents: Resident acknowledges that current residents residing in the complex under a prior Lease will not be immediately subject to the smokefree policies. As current residents move out, or enter into new Leases, the smokefree policy will become effective for their new unit or new Lease.

Resident Signature

Date

Property Manager/Owner Signature

Date

Sample Disclosure Statement



APPENDIX D

The following is the tobacco - use policy at **[Name of Apartment]** on **[Address]** in **[City, State Zip Code]**

Description of the nonsmoking policy, or no tobacco use policy.

If some buildings have different policies, specify which ones.

If there are designated smoking areas outside, describe these locations.

This information is provided to all tenants and incorporated into apartment leases through a smokefree lease addendum for all nonsmoking apartments effective **[date]**. This information is also provided to all prospective tenants who visit and tour this facility.

(Prospective) Tenant Signature

Date

Property Manager/Owner Signature

Date