

Model Smoke-Free Lease Addendum and Lease Provisions

(Adapted from Model Smoke-Free Lease Addendum and Lease Provisions
composed by Douglas J. Carney, Center for Energy and Environment
and Association for Nonsmokers – Minnesota, 2002)

Below is provided both a **Model Smoke-Free Lease Addendum** which can be considered for addition to existing leases. The provisions included in the following may be considered for inclusion in new or existing leases or in condominium Conditions, Covenants, and Restrictions.

Before utilizing this model language, landlords and/or condominium owners should consult with their own legal counsel.

Model Smoke-Free Lease Addendum

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 are hereby incorporated into the lease.

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

1. Purpose of No-Smoking Policy. The parties desire to mitigate (i) the irritation and known health risks from secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; and (iii) the increased risk of fire from smoking.
2. Definition of Smoking. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.
3. Smoke-Free Complex. 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 and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant or any areas attached thereto such as decks, patios, or porches, 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 such as front steps or adjoining walkways, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

4. Tenant to Promote No-Smoking Policy and to alert Landlord of Violations. Tenant shall inform Tenant's guests of the no-smoking policy.

5. Landlord to Promote No-Smoking Policy. Landlord shall post no-smoking and/or smoke free signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the apartment complex.

6. Landlord not a 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 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 is put on notice of the presence of cigarette smoke, via agent, personal knowledge, and/or written notice by Tenant.

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 in the Lease. A material breach of this Addendum by the Tenant shall be a material breach of the lease and grounds for termination of the Lease by Landlord. In the case of material breach of this lease addendum, Landlord may deliver a written notice to Tenant specifying the acts or omissions constituting the breach and that the rental agreement will terminate upon a date not less than fourteen (14) days after receipt of the notice. If the breach is not remedied in fifteen (15) days, the rental agreement shall terminate as provided in the notice. If Tenant adequately remedies the breach before the date specified in the notice, the rental agreement shall not terminate. If Tenant engages in substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months, Landlord may terminate the rental agreement upon at least fourteen (14) days' written notice specifying the breach and the date of termination. In the event of termination, enforcement of termination will be brought by judicial action, at which time Tenant will have the right to defend the action in court. Landlord acknowledges that in declaring this building(s) (or portion of the building) to be smoke-free, the failure to respond by Landlord to a complaint filed by the tenant shall be treated as equivalent to a request for maintenance.

8. Security Deposits. Damage to rental property resulting from smoke, burns, or any other harm as a result of smoking on the part of Tenant and/or Tenant's guests will be treated as any other form of damage to rental property. Tenant acknowledges that such damage may result in forfeiture of all or part of Tenant's security deposit.

9. 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.

10. *(Optional Paragraph for existing rental communities that adopt "no-smoking policies")* 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.

Landlord

Tenant

Date

Date
