

# SMOKE-FREE ADDENDUM

*Form approved by the Elmira-Corning Regional Board of REALTORS®, Inc. for use by its members.*

*This is a legal document; signing this agreement gives rise to binding legal responsibilities.*

*If not understood, we recommend you seek legal advice before signing.*

**Property Address:** \_\_\_\_\_

Tenant and all members of Tenant's family or household are parties to a written lease with the Owner/Landlord. This Addendum states the following additional terms, conditions and rules which are hereby incorporated into the lease. A breach of this 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 second-hand smoke, (ii) the increased maintenance, cleaning and redecorating costs associated due to smoking in the unit, (iii) the increased risk of fire from smoking.

2. **Definition of Smoking.**

*"Smoking"* means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. *"Smoking"* also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.

*"Electronic Smoking Device"* means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

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 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.

4. **Tenant to Promote Smokefree Policy and to Alert Landlord of Violations.** Tenant shall inform Tenant's guests of the smokefree policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco or marijuana smoke, or vapor from an electronic cigarette, is migrating into the Tenant's apartment unit from sources outside the Tenant's unit.

5. **Landlord to Promote Smokefree Policy.** Landlord shall post no-smoking signs at entrances and exits, common areas, and hallways, and in conspicuous places on the grounds of the apartment building.
6. **Other Tenants are Third-Party Beneficiaries of Tenant's Agreement.** Tenant agrees that the other Tenants in the building are third-party beneficiaries of Tenant's smokefree Lease Addendum with Landlord. A Tenant may bring legal action against another Tenant related to this smokefree Lease Addendum, but a Tenant shall not have the right to evict another Tenant. Any legal action between Tenants related to this smokefree Lease Addendum shall not create a presumption that the Landlord breached the Lease Addendum.
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 Lease Addendum shall be considered a material breach of the Lease and grounds for enforcement actions, including eviction, by the Landlord. Tenant acknowledges that a breach of this Lease Addendum shall also render Tenant liable to Landlord for the costs of repair to Tenant's apartment unit due to damage from smoke odors or residue.
8. **Disclaimer by Landlord.** Tenant acknowledges that Landlord's adoption of this smokefree policy and the efforts to designate Tenant's building as smokefree do 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 smokefree 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 or vapor. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the provisions of this Lease Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Landlord shall take reasonable steps to enforce this smokefree policy. Landlord is not required to take steps in response to smoking in violation of this agreement unless Landlord knows of the smoking or has been given written notice of the smoking. 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.

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Agent Date

\_\_\_\_\_  
Agent Date