

ADDENDUM FOR SMOKE-FREE AREAS

THIS Agreement is an Addendum to and part of the Rental Agreement dated _____ between Landlord _____ and Resident _____ for the property located at: _____

IN CONSIDERATION of their mutual promises, Landlord and Resident agree as follows:

1. **Purpose:** 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 high costs of fire insurance for properties where smoking is permitted.

2. **Smoke Free Areas:** Resident agrees and acknowledges that each of the following areas of the property has been designated as a smoke-free living environment and Resident and members of Resident's household shall not smoke in these areas, nor shall Resident permit any guest or visitor under the control of Resident to do so. The term "smoking" means inhaling, exhaling, burning or carrying any lighted smoke producing product in any manner or in any form.

CHECK ONE:

Smoking is prohibited on the entire property, including individual units, common areas, every building and adjoining grounds.

Smoking is prohibited on the entire property except in the following areas:

3. **Promotion of No-Smoking Policy:** Resident shall inform his or her guest of the Smoke-Free Areas. Resident shall promptly notify Owner/Agent in writing of any incident where smoke is migrating into Resident's unit from sources outside of Resident's Unit.

4. **Owner Not Guarantor of Smoke-Free Environment:** Resident acknowledges that Owner's adoption of Smoke-Free Areas, does not make the Owner the guarantor of the Resident's health or of the smoke-free condition of the areas listed above.

5. **Effect of Breach:** A breach of this Addendum by the Resident shall be deemed a material breach of the Lease/Rental Agreement and grounds for immediate termination (including eviction from the property) of the Lease/Rental Agreement by the Owner.

6. **Disclaimer:** Resident acknowledges that this Addendum and Owner's efforts to designate Smoke-Free Areas do not in any way change the standard of care that the Owner would have to any Resident household to render buildings and premises designated as smoke free any safer, more habitable, or improved in terms of air quality than any other rental premises. 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. Owner cannot and does not warrant or promise that the Rental Premises or any other portion of the property including common areas will be free from secondhand smoke. Resident acknowledges that Owner's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests.

7. **Effect on Current Tenants:** Resident acknowledges that current Residents of the rental community under a prior Lease/Rental Agreement will not be immediately subject to the terms of this Addendum. As Residents move out, or enter into new Lease/Rental Agreements, this Addendum will become effective for their unit or new agreement.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Landlord		_____ Landlord's Agent	_____ Date

UNAUTHORIZED USE PROHIBITED
For Members Only
Apartment Association,
California Southern Cities Approved
Form #F38 – 2/21

