



Smoke- Free Rental Addendum

Unit Address: _____

Legal Name(s) of all Lease holders: _____

This is a Smoke Free Property. This policy applies to all residents, and guests.

Smoking includes inhaling, exhaling, breathing, or carrying anything lighted or heated cigar, cigarette, or other tobacco product, plant, or synthetic product in any manner or form. Smoking also includes the use of an electric cigarette. The term “electronic cigarette “means any electronic device that provides a vapor of liquid nicotine and or other substances to the other user as she or he simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes, or under any product name.

1. Smoking is not permitted anywhere on the property garages. Included in this is also apartment balconies or patios, roof top terraces, in the common areas, parking lots, garages and in residents’ vehicles and outside on property grounds.

2. Any violation of the Smoke-Free Housing Policy by residents, any members of Tenants’ household, and Tenants’ guests is a material Lease Violation and grounds for eviction Tenants shall inform their guests of the Smoke -Free Housing Policy and are responsible for making sure that all the guests comply with this Policy anytime they are anywhere at the rental community.

3. Management will promote the Smoke -Free Housing Policy by posting “No-Smoking” signs at the building entrances, common areas and in any other conspicuous areas of the building and property.

Emmerich & Associates, Inc.

. . . . 4. Resident will notify Management . . .

of Policy violations in writing by proving information regarding the source of smoke, and any information known of the identity, or description of violator(s), etc.

5. Resident acknowledges that Management's adaption of the Smoke-Free Housing Policy is a good faith effort to keep the building and campus smoke-free. This policy does not make Management the guarantor of Tenants' health or of the smoke free condition of the building and campus or in any way change the standard of care Management has to Tenants or render buildings and premises designated as a smoke-free safer, habitable, or improved in terms as air quality standards than any other rental property. Management 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 residential property. Management cannot and does not warrant or promise that the rental premises or common areas will be free from second-hand smoke. Tenant acknowledges that Management's enforcement of this policy is dependent largely on the voluntary compliance of Tenants. Management does not assume any higher degree of liability, responsibility, or duty to care to Tenant other than to take reasonable steps to enforce the policy.

By signing below, I acknowledge and agree to the provisions as stated in the Smoke Free Housing Policy.

Resident Signature _____

Date _____

Resident Signature _____

Date _____