

SMOKE-FREE ADDENDUM

THIS AGREEMENT made and entered into between _____,
("Landlord") and

_____,
("Tenant(s)"). This Addendum is incorporated into the original Lease Agreement signed
on: _____.

Tenant(s) is renting from Landlord the Property located at:

DEFINITIONS. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other tobacco or plant product intended for inhalation. This also includes hookahs and marijuana. "Smoking" also includes the use of any natural, synthetic, or electronic smoking device which creates a vapor or aerosol of any kind. Landlords are not required to permit marijuana smoking on the premises even if a tenant possesses a medical marijuana card.

LANDLORD'S DISCLOSURE:

Smoking is:

Prohibited throughout the rental property, common areas, and grounds.

Prohibited throughout the rental property, common areas, and grounds EXCEPT
for the following areas:

TENANT AFFIRMATION. Tenant(s) agrees to make a reasonable effort to avoid secondhand smoke and use & dispose of paraphernalia safely and responsibly. Tenant(s) also agrees to inform guests of the no-smoking policy and report any signs of violation to the landlord.

EFFECT OF BREACH AND RIGHT TO TERMINATE LEASE. A breach of this Addendum by the Tenant(s) shall be deemed a material breach of the Original Lease Agreement and grounds for enforcement actions, including eviction. The Tenant(s) acknowledges that a breach of this Addendum shall render the Tenant(s) liable to Landlord for repair costs due to any damage, odors, or residue caused by smoking.

LANDLORD/TENANT ACKNOWLEDGMENT. By signing below, the following parties acknowledge and agree to the information above. Failure to sign and return this addendum will result in the termination of this agreement.

Landlord Signature _____ **Date** _____

Print Name _____ **Date** _____

Tenant Signature _____ **Date** _____

Print Name _____ **Date** _____