



NO SMOKING ADDENDUM

DATE _____ PROPERTY NAME / NUMBER _____ UNIT NUMBER _____

RESIDENT NAME(S) _____

Due to the increased risk of fire, increased maintenance costs, and the possible health effects of secondhand smoke, Landlord is adopting the following No-Smoking Policy which covers all or a part of the Property (defined below). The following terms, conditions and rules are hereby incorporated into the Rental Agreement.

1. PROPERTY SUBJECT TO NO-SMOKING POLICY (Check paragraph that applies):

- The whole property is no-smoking including but not limited to all buildings, units, porches, patios, balconies, yards, garages, parking areas and other common areas (collectively the "Property").
 - Only a portion of the Property is no-smoking. The no-smoking portions are:
 - The units (including porches, patios, balconies, yards, etc. within the building(s)) located at _____, along with all common areas within 25 feet of the no-smoking buildings.
 - The following designated areas of the Property: _____
- If only a portion of the Property is no-smoking:
- The Resident's unit (including porches, patios, yard, etc.) is no-smoking.
 - The Resident's unit is in a smoking permitted building.
 - Smoking is only permitted in the following areas: _____

2. DEFINITION OF SMOKING. The term "smoking" means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, other tobacco product or similar lighted product in any manner or in any form.

3. NO-SMOKING PROPERTY.

- 3.1 (Complete Complex). Resident agrees and acknowledges that the Property has been designated as a no-smoking living environment. Resident agrees they will not smoke anywhere on the Property or adjacent to and within 25 feet of any portion of the Property. Resident will not permit any guests or visitors of Resident to do so.
- 3.2 (Designated Portions of Property No-Smoking). Resident agrees and acknowledges that designated portions of the Property have been designated as no-smoking. Resident agrees that they will not smoke on the no-smoking portion of the Property and will not permit any guests or visitors of Resident to do so.
- 3.3 Resident agrees to inform all of their guests or visitors of the No-Smoking Policy and to require any guest or visitor who violates the Policy to leave. Resident is responsible for the actions of their guests and visitors.
- 3.4 (Oregon & Washington States). Oregon and Washington laws prohibit smoking in any space "open to the public" such as the rental office of the Property or within 10 feet (OR) or 25 feet (WA) of the entrances or windows of such public space. Resident agrees to comply with the applicable law and require their guests and visitors to comply also.

4. LANDLORD NOT A GUARANTOR OF SMOKE FREE ENVIRONMENT. Resident acknowledges that Landlord's adoption of a No-Smoking Policy, and the efforts to designate all or some of the Property as non-smoking do not make the Landlord or any of its managing agents the guarantor of Resident's health or of the smoke free condition of the non-smoking portions of the Property. However, Landlord will take reasonable steps to enforce the No-Smoking Policy. Landlord is not required to take steps in response to smoking unless Landlord has actual knowledge of the smoking and the identity of the responsible Resident.

5. LANDLORD DISCLAIMER. Resident acknowledges that Landlord's adoption of a non-smoking living environment, and the efforts to designate all or portions of the Property as non-smoking does not in any way change the standard of care that the Landlord has under applicable law to render the Property 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 Property will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the Property will be free from secondhand smoke. Resident acknowledges that Landlord's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Residents and Residents' guests. Residents with respiratory ailments, allergies or other 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 rental agreement.

6. EFFECT ON CURRENT RESIDENT. Resident acknowledges that current Residents residing on the Property under leases/rental agreements signed prior to adoption of this No-Smoking Policy may not be immediately subject to this No-Smoking Policy. As current Residents move out, have current leases expire or enter into new leases/rental agreements, the No-Smoking Policy will become effective for them and their guests.

7. EFFECT OF BREACH. Resident understands and agrees with the conditions of this Addendum and that failure to adhere to any of the conditions of this Addendum will constitute both a material non-compliance with the rental agreement and a serious violation of the Rental Agreement. In addition, Resident will be responsible for all costs to remove smoke odor or residue upon any violation of this Addendum.

If checked, the effective date of this Addendum will be _____ when the Property is converting to no-smoking. If not checked, this Addendum is effective immediately.

_____ RESIDENT SIGNATURE	_____ DATE	_____ RESIDENT SIGNATURE	_____ DATE
_____ RESIDENT SIGNATURE	_____ DATE	_____ RESIDENT SIGNATURE	_____ DATE
_____ RESIDENT SIGNATURE	_____ DATE	_____ RESIDENT SIGNATURE	_____ DATE
_____ MANAGER SIGNATURE	_____ DATE		