

NO SMOKING LEASE ADDENDUM

1. **THE PARTIES.** This No Smoking Lease Addendum ("Addendum") is made on [DATE] and is by and between:

Landlord: [LANDLORD NAME] ("Landlord") with a mailing address of [LANDLORD MAILING ADDRESS], and

Tenant: [TENANT NAME] ("Tenant") with a mailing address of [TENANT MAILING ADDRESS].

2. **LEASE AGREEMENT.** This Addendum supplements and is made part of the lease agreement dated [LEASE DATE] for the property located at [PROPERTY ADDRESS] ("Lease Agreement"), by and between Landlord and Tenant. If there is any conflict between the terms of this Addendum and the terms of the Lease Agreement, the terms of this Addendum shall control.

3. **NO SMOKING POLICY.** Tenant and Tenant's household members, guests, and invitees shall not smoke, and shall not permit smoking, on the Property (check one):

☐ - **Entire Property.** Smoking is prohibited in all areas of the Property, including all interior areas (units, hallways, stairwells, and other common areas) and all exterior areas (patios, balconies, porches, parking areas, and grounds).

☐ - **Designated Smoking Area Only.** All interior areas of the Property are non-smoking. Smoking is permitted only in the following designated outdoor area(s): [DESCRIBE DESIGNATED SMOKING AREA].

For purposes of this Addendum, "smoke" and "smoking" mean the inhaling, exhaling, burning, or carrying of any lit or heated cigarette, cigar, or pipe of any kind, any lit or heated tobacco product, any lit or heated plant product (including cannabis or marijuana), and the use of any electronic smoking device, e-cigarette, or vaporizer, whether or not it emits smoke, vapor, or aerosol.

4. **VIOLATION OF POLICY.** A violation of this Addendum by Tenant, or by any household member, guest, or invitee of Tenant, is a material breach of the Lease Agreement. Upon a violation, Landlord may pursue any remedy available under the Lease Agreement or applicable law, including but not limited to assessing a cleaning or damage fee of \$[AMOUNT] per violation and terminating the Lease Agreement in accordance with its terms and applicable law. Landlord's failure to enforce this Addendum on any occasion does not waive Landlord's right to enforce it on any other occasion.

5. **ADDITIONAL TERMS & CONDITIONS.** The following additional terms and conditions are incorporated into the Lease Agreement:

[ADDITIONAL TERMS]

6. **BINDING EFFECT.** This Addendum shall be binding upon the parties named in the Lease Agreement and their respective heirs, successors, and assigns.

The parties acknowledge and agree that they have read, understood, and voluntarily entered into this Addendum. This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Landlord's Signature: _____ **Date:** _____
Print Name: _____

Tenant's Signature: _____ **Date:** _____
Print Name: _____