

# SMOKE FREE POLICY

We feel that smoking at our properties causes more harm than good. This is why we have a non-smoking policy when inside any of our buildings and apartments. Smoking is an irritant that causes health issues, increases our maintenance and cleaning costs, and presents an increase in fire risk. Because of this, we have developed the following smoke-free policy.

When referring to “smoking” we include the inhaling, exhaling, breathing or carrying any cigar, cigarette, tobacco product, or similar lighted product in any manner or form. As a Tenant, you acknowledge and agree to abide by the fact that the property you are leasing is smoke-free and must be treated as such by all occupants and their guests. It is solely your responsibility to inform your guests of the no-smoking policy and to monitor their actions. It is also the Tenants responsibility to promptly give the Landlord written notice when tobacco smoke is migrating into your apartment from sources outside.

As a Tenant, you acknowledge the Landlords adoption of a smoke-free living environment, and the efforts to designate the complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant health or of the smoke-free condition of the Tenants home and common areas. However, the Landlord shall take reasonable steps to enforce the smoke-free terms of its lease and to make the property smoke-free. The Landlord is not required to take steps in response to smoking unless the Landlord knows personally of smoking or has been given written notice of smoking.

A breach of this notice shall constitute a breach of the lease agreement and may be grounds for termination of the lease by the Landlord. Additionally, the Landlord does not warranty or promise the rental property or common areas will be free from secondhand smoke. Tenants acknowledge that the Landlord’s ability to police, monitor, or enforce the agreements of this notice is dependent in significant part on voluntary compliance by Tenants and their guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Landlord does not assume any higher duty of care to enforce this notice than any other Landlord obligation under the lease.

By signing and dating below, I (we) understand and agree to the above listed smoke-free policy and terms.

TENANT 1: \_\_\_\_\_ DATE: \_\_\_\_\_

TENANT 2: \_\_\_\_\_ DATE: \_\_\_\_\_

TENANT 3: \_\_\_\_\_ DATE: \_\_\_\_\_

TENANT 4: \_\_\_\_\_ DATE: \_\_\_\_\_

TENANT 5: \_\_\_\_\_ DATE: \_\_\_\_\_

TENANT 6: \_\_\_\_\_ DATE: \_\_\_\_\_

LANDLORD/AGENT OF LANDLORD: \_\_\_\_\_ DATE: \_\_\_\_\_