

# NON-SMOKING AREAS ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated \_\_\_\_\_ between \_\_\_\_\_ (Date) \_\_\_\_\_ (Owner/Agent) and \_\_\_\_\_ (Name of Owner/Agent) \_\_\_\_\_ (Resident) for the \_\_\_\_\_ (List all Residents as listed on the Rental/Lease Agreement) premises located at \_\_\_\_\_, Unit # (if applicable) \_\_\_\_\_ (Street Address) \_\_\_\_\_, CA \_\_\_\_\_ (City) \_\_\_\_\_ (Zip).

- 1. Purpose:** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the high costs of fire insurance for properties where smoking is permitted.
- 2. Non-Smoking Areas:** Resident agrees and acknowledges that each of the following areas of the property has been designated as a non-smoking environment and Resident and members of Resident's household shall not smoke tobacco products in these areas, nor shall Resident permit any guest or visitor under the control of Resident to do so.

Check one:

- Smoking of tobacco products is prohibited on the entire property, including individual units, common areas, every building and adjoining grounds.
- Smoking of tobacco products is prohibited on the entire property except the following areas:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 3. Promotion of No-Smoking Policy:** Resident shall inform his or her guest of Non-Smoking Areas. Resident shall promptly notify Owner/Agent in writing of any incident where tobacco smoke is migrating into Resident's unit from sources outside of Resident's Unit.
- 4. Owner/Agent Not Guarantor of Smoke-Free Environment:** Resident acknowledges that Owner/Agent's adoption of Non-Smoking Areas, does not make the Owner/Agent the guarantor of the Resident's health or of the smoke-free condition of the areas listed in Section 2 above. However, Owner/Agent shall take reasonable steps to enforce this addendum. Owner/Agent shall not be required to take steps in response to smoking unless Owner/Agent has actual knowledge or has been provided written notice.
- 5. Other Residents Are Third Party Beneficiaries of this Addendum:** Owner/Agent and Resident agree that the other residents of the property are the third party beneficiaries of this Addendum. A resident may sue another resident to enforce this Addendum but does not have the right to evict another resident. Any lawsuit between residents regarding this Addendum shall not create a presumption that the Owner/Agent has breached this Addendum.
- 6. Effect of Breach:** A breach of this Addendum by the Resident shall be deemed a material breach of the Rental/Lease Agreement and grounds for immediate termination of the Rental/Lease Agreement by the Owner/Agent.



7. **Disclaimer:** Resident acknowledges that this Addendum and Owner/Agent's efforts to designate Non-Smoking Areas do not in any way change the standard of care that the Owner/Agent would have to any Resident household to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality than any other rental premises. Owner/Agent specifically disclaims any implied or express warranties that the building common areas or Resident's premises will have any higher or improved air quality standards than any other rental property. Owner/Agent cannot and does not warrant or promise that the Rental Premises or any other portion of the property including common areas will be free from secondhand smoke. Resident acknowledges that Owner/Agent's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests.

8. **Effect on Current Tenants:** Resident acknowledges that current residents of the rental community under a prior Rental/Lease Agreement will not be immediately subject to the terms of this Addendum. As residents move out, or enter into new Rental/Lease Agreements, this Addendum will become effective for their unit or new agreement.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____		
<i>Date</i>	<i>Owner/Agent</i>		

