

# SMOKING POLICY ADDENDUM

Page \_\_\_\_\_  
of Agreement

This document is an Addendum and is part of the Rental/Lease Agreement, dated \_\_\_\_\_ between

\_\_\_\_\_ (Landlord) and

\_\_\_\_\_ (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. Smoking Policy

Check one:

- a.  Smoking is **allowed** on the entire property, **except** the following areas: \_\_\_\_\_

Type of smoking that is allowed (check one or both). If neither is checked, both types of smoking are allowed.

- Tobacco
- E-cigarette/Vaping\*

- b.  Smoking is **prohibited** on the entire property **except** the following areas:

Type of smoking that is allowed in the listed areas (check one or both). If neither is checked, both types of smoking are allowed in the areas listed.

- Tobacco
- E-cigarette/Vaping\*

- c.  Smoking of any substance is **prohibited** on the entire property, including individual units, common areas, every building and adjoining grounds.

\*This addendum does not authorize the use of marijuana in any form on the premises.

2. **Non-Smoking Areas:** Resident and members of Resident's household shall not smoke in areas in which smoking is prohibited, nor shall Resident permit any guest or visitor under the control of Resident to do so. Resident shall inform his or her guest(s) of any Non-Smoking Areas. Resident shall promptly notify Landlord in writing of any incident where smoke is migrating into Resident's unit from Non-Smoking Areas.
3. **Landlord Not Guarantor of Smoke-Free Environment:** Resident acknowledges that Landlord's adoption of Non-Smoking Areas, does not make the Landlord the guarantor of the Resident's health or of the smoke-free condition of the areas in which smoking is prohibited. However, Landlord shall take reasonable steps to enforce this addendum. Owner/ Agent shall not be required to take steps in response to smoking unless Landlord has actual knowledge or has been provided written notice.



4. **Other Residents Are Third Party Beneficiaries of this Addendum:** Landlord 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 Landlord has breached this Addendum.
5. **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 Landlord.
6. **Disclaimer:** Resident acknowledges that this Addendum and Landlord's efforts to designate Non-Smoking Areas do not in any way change the standard of care that the Landlord 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. Landlord 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. Landlord 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 Landlord's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests.
7. **Damage to the Unit:** Resident acknowledges that the damage caused by smoking is considered above normal wear and tear and will damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials.
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>Resident</i>	<i>Date</i>	<i>Resident</i>

\_\_\_\_\_  by \_\_\_\_\_, \_\_\_\_\_ Agent for Landlord  
*Landlord* *Individual Signing for Landlord* *Management Co. (If Applicable)*

\_\_\_\_\_ *Date*

\_\_\_\_\_  by \_\_\_\_\_, \_\_\_\_\_ Agent for Landlord  
*Landlord* *Individual Signing for Landlord* *Management Co. (If Applicable)*

\_\_\_\_\_ *Date*

