

# Non-Smoking Addendum

The Resident(s): \_\_\_\_\_  
(And all other Occupants in possession)

of the Leased Premises: \_\_\_\_\_  
(Address)

Unit \_\_\_\_\_, (if applicable) \_\_\_\_\_, California, \_\_\_\_\_ ("Premises")  
(City) (Zip)

And Property Owner/Agent: \_\_\_\_\_ agree as follows:  
(Name of Property Owner/Agent)

Due to a desire to maintain a healthy environment in and around the Premises and Property, as well as limit the increased maintenance repairs, and cleaning costs caused by the use of any tobacco product and marijuana product, Resident(s), Guest(s), Invitee(s), Occupant(s) in possession and Owner/Agent agree to incorporate this Non-Smoking Addendum ("Addendum") into the Rental Agreement ("Rental Agreement")  currently in existence  renewed  or entered into on \_\_\_\_\_, 20\_\_\_\_ between Resident(s) and Owner/Agent.

**DEFINITION OF SMOKING:** Smoking for the purposes of this Addendum, includes: The inhalation of or exhalation of any tobacco or marijuana product as defined below.

**DEFINITION OF TOBACCO AND MARIJUANA PRODUCT:** A "tobacco product" or "marijuana product" means any of the following: A) A product containing, made, or derived from tobacco, nicotine or marijuana that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, and snuff. B) An electronic device that delivers tobacco, nicotine, marijuana or other vaporized liquids to a person inhaling from the device, including, but not limited to, electronic cigarette, cigar, pipe, or hookah. C) Any component, part, or accessory of a tobacco product, whether or not sold separately.

**LIMITATIONS ON SMOKING:** Smoking is limited or prohibited per this Addendum in the Premises or on the Property as follows (Check the one that applies):

Smoking is prohibited everywhere on the Property in which the Premises is located, including, but not limited to, all common areas, elevators, offices, stairwells, all residential units, patios, porches, entryways, hallways, sidewalks and adjoining grounds of the Property.

Smoking is prohibited in all areas of the Property except the following designated areas of the Property where smoking is allowed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RESPONSIBILITY OF RESIDENT:** Resident(s) and Occupant(s) in possession acknowledge and agree to comply with the rules regarding smoking in this Non-Smoking Addendum and agree that Resident(s) or Occupant(s) guest(s) or invitee(s), including service personnel, will comply with the terms of this Addendum. Resident(s), Occupant(s), guest(s) or invitee(s) understand that he/she is responsible for ensuring compliance of these non-smoking requirements by Resident(s) Occupant(s), Guest(s) or Invitee(s) and understand that Owner/Agent's ability to enforce the terms and conditions of this Addendum, if any, is dependent on Resident(s), Occupant(s), Guest(s) and Invitee(s) compliance and assistance.

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**NOTIFICATION OF VIOLATIONS:** Resident(s) and Occupants in possession agree to notify Owner/Agent in writing, signed and dated if he/she witnesses any violation of this Non-Smoking Addendum by any other, Resident, Guest or Invitee on the Property.

**SIGNS:** (fill-out if applicable) Signs regarding the no-smoking policy stated in this Addendum are posted in the complex as follows:

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**DISCLAIMER/NON-GUARANTEEN OF SMOKE-FREE ENVIRONMENT:** Owner/Agent, Resident(s) and Occupants in possession agree that the no-smoking requirements stated in this Non-Smoking Addendum is **not** intended to be and will **not** be established as any guarantee by Owner/Agent to Resident(s), guests or invitees on Property of any air quality standard or health risks. The adoption of this no-smoking policy and any enforcement hereof shall not in any way change or increase Owner/Agent's responsibilities under landlord tenant law, including but not limited to, any increase in liability regarding a warranty of habitability, quiet enjoyment or any other duty of care that may or may not be owed to Resident(s), guests, invitees or individuals on the Property. Owner/Agent expressly denies/disclaims any implied or expressed warranties that any area of the Property, complex or surrounding areas will have improved air quality, increased health benefits or decreased second hand smoke risks. There are no guarantees of reduction of second hand smoke or other health benefits from the enforcement or application of the terms or conditions of this Addendum.

**ENFORCEMENT:** Owner/Agent may enforce the no-smoking requirements stated in this Addendum when Owner/Agent has been notified in writing of a violation of the terms and conditions of this Addendum, which shall be documented, signed and dated by the Resident(s).

**EFFECT OF BREACH OF NO-SMOKING RULE:** If Resident(s) or occupants in possession breach the terms and conditions contained in this Addendum, Owner/Agent has the right to issue notice of termination of tenancy on these grounds alone. A violation of this no smoking policy and this Addendum will be considered a substantial and material breach of Resident(s) lease or Rental Agreement. In addition, Resident(s) will be responsible for all costs associated with the removal, repair, maintenance and replacement of any damage relating including smoke odor or residue.

**EXISTING RESIDENTS ON A LEASE:** Resident(s) and occupants in possession acknowledge that some of the current Resident(s) and occupants in possession residing in the Property are still under a prior lease or rental agreement, which will not be immediately required to be affected by the terms of this Addendum. As these current Resident(s) and occupant(s) in possession move out, as their leases are renewed, or leases are amended, this no smoking policy may apply to them.

By signing below, Resident(s) acknowledges having read, understood, and agrees that it is a material breach of the Rental Agreement to violate any of the above-stated requirements regarding smoking while on the Property.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

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Date

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Resident

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Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Agent

