



# SMOKING POLICY ADDENDUM



DATE \_\_\_\_\_ PROPERTY NAME / NUMBER \_\_\_\_\_

RESIDENT NAME(S) \_\_\_\_\_

UNIT NUMBER \_\_\_\_\_ STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

Due to the increased risk of fire, increased maintenance costs, and the possible health effects of secondhand smoke, Owner/Agent is adopting the following policy relating to smoking which covers all or a part of the premises on which the dwelling unit is located (the "Premises"). The following terms, conditions and rules are hereby incorporated into the Rental Agreement.

**1. PREMISES SUBJECT TO SMOKING POLICY**  
(Check paragraph that applies):

- SMOKING PROHIBITED—ENTIRE PREMISES
- SMOKING ALLOWED—ENTIRE PREMISES
- SMOKING IS ALLOWED IN THE FOLLOWING LIMITED AREAS (Check all that apply). **ALL OTHER AREAS OF THE COMMUNITY ARE NO-SMOKING:**
  - The smoking area located at: SAMPLE
  - Inside Resident's unit, but not porches, patios or attached yard
  - Resident's unit including porches, patios and attached yard
  - Not in Resident's unit, but allowed on porches, patios and attached yard
  - The building(s) located at: SAMPLE and all units located therein
  - Other: SAMPLE
  - Other: SAMPLE
  - Other: SAMPLE

**Note: Smoke damage, even if smoking is allowed, will never be considered normal wear and tear.**

**2. DEFINITION OF SMOKING.** The term "smoking" means inhaling, exhaling, breathing, carrying, or possessing any activated vaping device, lighted cigar, cigarette, pipe, other tobacco product or any other similar lighted product in any manner or in any form.

**3. IF SMOKING PROHIBITED.**

- 3.1 (Entire Premises). Resident agrees and acknowledges that the entire Premises has been designated as a no-smoking living environment. Resident agrees that he/she will not smoke anywhere on the Premises or adjacent to and within SAMPLE feet (if left blank, 10 feet in OR or 25 feet in WA) of any portion of the Premises. Resident will not permit any guests or visitors of Resident to do so.
- 3.2 (Smoking allowed in limited areas). Resident agrees and acknowledges that all areas of the Premises are no-smoking except for limited areas. Resident agrees that he/she will only smoke in the areas of the Premises listed above where smoking is allowed and will only permit guests or visitors to smoke in smoking designated areas.
- 3.3 Resident agrees to inform all of his/her guests or visitors of the no-smoking policy and to require any guest or visitor who violates the policy to leave. Resident is responsible for the actions of his/her guests and visitors.

**4. IF SMOKING ALLOWED—ENTIRE PREMISES.** Oregon and Washington laws prohibit smoking in any space "open to the public" such as the rental office of the Premises or within 10 feet (OR) or 25 feet (WA) of the entrances or windows of such public space. Resident agrees to comply with the applicable law and require his/her guests and visitors to comply also.

**5. OWNER/AGENT NOT A GUARANTOR OF SMOKE-FREE ENVIRONMENT.** Resident acknowledges that Owner/Agent's adoption of a policy relating to smoking, and the efforts to designate all or some of the Premises as non-smoking, do not make Owner or any of its managing agents the guarantor of Resident's health or of the smoke-free condition of the non-smoking portions of the Premises. However, Owner/Agent will take reasonable steps to enforce the no-smoking policy. Owner/Agent is not required to take steps in response to smoking unless Owner/Agent has actual knowledge of the smoking and the identity of the responsible resident.

**6. OWNER/AGENT DISCLAIMER.** Resident acknowledges that Owner/Agent's adoption of a non-smoking living environment, and the efforts to designate all or portions of the Premises as non-smoking, does not in any way change the standard of care that Owner/Agent has under applicable law to render the Premises any safer, more habitable or improved in terms of air quality standards than any other rental premises. Owner/Agent specifically disclaims any implied or express warranties that the Premises will have any higher or improved air quality standards than any other rental property. Owner/Agent cannot and does not warranty or promise that the Premises 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 residents and residents' guests. Residents with respiratory ailments, allergies or other conditions relating to smoke are put on notice that Owner/Agent does not assume any higher duty of care to enforce this Addendum than any other Owner/Agent obligation under the Rental Agreement.

**7. EFFECT ON CURRENT RESIDENT.** Resident acknowledges that current residents residing on the Premises under leases/rental agreements signed prior to adoption of this smoking policy may not be immediately subject to this smoking policy. As current residents move out, have current leases expire or enter into new leases/rental agreements, the smoking policy will become effective for them and their guests.

**8. EFFECT OF BREACH.** Resident understands and agrees with the terms and conditions of this Addendum and that failure to adhere to any of the terms of this Addendum will constitute both a material non-compliance with the Rental Agreement and a serious violation of the Rental Agreement. In addition, Resident will be responsible for all costs to remove smoke odor or residue upon any violation of this Addendum.

If checked, the effective date of this Addendum will be SAMPLE when the Premises is converting to no-smoking. If not checked, this Addendum is effective immediately.

<input checked="" type="checkbox"/> <u>SAMPLE</u> RESIDENT	<input type="checkbox"/> <u>SAMPLE</u> DATE	<input checked="" type="checkbox"/> <u>SAMPLE</u> RESIDENT	<input type="checkbox"/> <u>SAMPLE</u> DATE
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