

**Smoke-Free Apartment**  
Cossé Group Lease Addendum

This lease addendum entered into this 14 day of Feb, 2025 by and between  
Ethan Perrigoue Resident/s, and  
Charles B Cossé/Cossé Group, Owner, agrees that Resident and all household members shall  
abide by the following:

A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. In case of a conflict between terms of the rental agreement and this addendum, the terms of this addendum shall control.

1. **Purpose of No-Smoking Policy.** The parties desire to mitigate (i) the increased maintenance, cleaning and redecorating costs from smoking (ii) the increased risk of fire from smoking; and (iii) the higher costs of fire insurance for a non-smoke free building.
2. **Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cig or vaping machine/device, hooka, or other tobacco product or similar lighted product in any manner or in any form, including marijuana.
3. **Smoke-Free Building.** Resident agrees and acknowledges that the Apartment to be occupied by Resident and members of resident's household has been designated as a smoke-free living environment. Resident and members of Resident's household shall not smoke anywhere in the Apartment rented by Resident, or the Premises, nor shall Resident permit any guest or visitor under the control or Resident do so. In addition, smoking shall be prohibited in all Common Areas of the Community. **Under Washington State Law, it is unlawful for any person to smoke on any private or public property if that property is located within 25 feet of any door or window leading to a place of employment.**
4. **Resident to Promote No-Smoking Policy and to Alert Landlord of Violations.** Resident shall inform Resident's guests of the no-smoking policy. Further, Resident shall promptly give Owner written statement of any incident where they have knowledge of the policy being violated.
5. **Owner to Promote No-Smoking Policy.** Owner shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places "in close proximity to" the smoke-free building.
6. **Owner Not a Guarantor of Smoke-Free Environment.** Resident acknowledges that Owner's adoption of a smoke-free living environment, and the efforts to designate the Premises as smoke-free, do not make the Owner or any of its managing agents the guarantor of Resident's health or of the smoke-free condition of the Resident's Apartment and Premises. However, Owner shall use its best efforts to enforce the smoke-free terms of its leases and to make the Premises smoke-free. Owner is not required to take steps in response to smoking unless Owner has actual knowledge of said smoking or has been given written notice of said smoking.

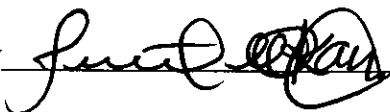
7. **Other Resident's are Third-Party Beneficiaries of Resident's Agreement.** Resident agrees that the other Residents of the Premises are the third-party beneficiaries of Resident's smoke-free Lease Addendum with Owner. (In layman's terms, this means that Resident's commitments in the Lease Addendum are made to the other Residents as well as to the Owner). A Resident may seek an injunction against another Resident to prohibit smoking or for damages, but a Resident does not have the right to evict another Resident. Any action between residents shall not create any presumption that the Owner breached this Lease Addendum.
8. **Material Breach.** A material breach of this Lease Addendum shall be grounds for immediate termination of the Lease by the Owner. Resident shall be responsible for all damages and costs associated with termination of Lease due to material breach. Resident agrees that any damages or cleaning due to smoking or smoke-related damages required to bring the unit back to a rentable condition do not constitute ordinary or reasonable wear and tear and the Resident shall be liable for the costs thereof.
9. **Disclaimer by Owner.** Resident acknowledges that Owner's adoption of a smoke-free living environment, and the efforts to designate the Premises as smoke-free does not in any way change the standard of care that the Owner or managing agent would have to a resident's household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Owner specifically disclaims any implied or express warranties that the building, Premises, or Resident's Apartment will have any higher or improved air quality standards than any other rental property. Owner cannot and does not warrant or promise that the Premises or Apartment will be free from second-hand smoke, and failure of the Landlord to enforce the provisions in this addendum shall not in any way be construed as a default by the Landlord of its obligations under the lease and shall not give rise to any reduction in the rent amount of any unit. Resident acknowledges the Owner's ability to police, monitor, or enforce this Lease Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Owner does not assume any higher duty of care to enforce this Lease Addendum than any of the other Owner's obligations under the Lease.

Resident  Date 2/14/2025

Resident \_\_\_\_\_ Date: \_\_\_\_\_

Resident \_\_\_\_\_ Date: \_\_\_\_\_

Agent for Owner

By  Date: 02/14/2025