

SMOKE FREE ADDENDUM

Residents and all members of resident's family or household are parties to a written rental agreement with Owner. This addendum states the following additional terms, conditions and rules which are hereby incorporated into the rental agreement. A breach of this rental addendum shall give each party all the rights combined herein, as well as the rights of the rental agreement.

Purpose of No-smoking Policy: The parties desire to mitigate the irritation and known health effects of secondhand smoke; the increased maintenance, cleaning and repair costs from smoking; the increased risk of fire from smoking and the high costs of fire insurance for a non-smoke free building.

Definition of Smoking: The term "smoking" means inhaling, exhaling, breathing or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.

Smoke -free Complex: Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident's household have been designated as a smoke-free living environment. Resident and members of Resident's household shall not smoke anywhere in the unit rented by Resident, or the building where the Resident's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Resident permit any guests or visitors under the control of Resident to do so.

Management Not a Guarantor of Smoke-free Environment: Resident acknowledges that your building's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Management or any of its managing agents the guarantor of Resident's health or of the smoke-free condition of the Resident's unit and the common areas. However, Management shall take reasonable steps to enforce the smoke-free terms of the rental agreement and to make the complex smoke-free. Management is not required to take steps in response to smoking unless it knows of said smoking or has been given written notice of said smoking.

Effect of Breach and Right to Terminate Lease: A breach of this Rental Addendum shall give each party all the rights contained herein, as well as the rights in the Rental Agreement. A material breach of this Addendum shall be material breach of the rental agreement and grounds for immediate termination of the Rental Agreement by management.

Signed: [Signature]
Resident: Joe Smith
Date: 5/1/20

Resident: [Signature]
Date: 5/1/20

Property Manager/Owner: Beatrice Komati
Date: 5/1/05

**CANTERBURY
COURT
APARTMENTS**