



## Model No-Smoking Policy Lease Addendum

Tenant and all members of Tenant's family or household are parties to a written lease with Landlord. This lease addendum states the following additional terms, conditions and rules which are hereby incorporated into the lease. A breach of this lease addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

**1. Purpose of No-Smoking Policy.** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; and (iii) the increased risk of fire from smoking.

### 2. Definitions:

**Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or plant product in any manner or in any form. *[Optional] Smoking also includes use of an electronic cigarette.*

*(Optional)* **Electronic Cigarette.** The term "electronic cigarette" means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as she or he simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.

**3. No-Smoking Complex.** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a no-smoking living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant'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 Tenant permit any guests or visitors under the control of Tenant to do so. *[This section can be modified to indicate the areas in the complex that are smoking prohibited. If designated smoking areas are provided, those areas should be described here.]*

**4. Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations.**

Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside the Tenant's apartment unit.

**5. Landlord to Promote No-Smoking Policy.** Landlord shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the apartment complex.

**6. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement.** Tenant agrees that the other Tenants at the complex are the third-party beneficiaries of Tenant's no-smoking lease addendum with Landlord. *(In layman's terms, this means that Tenant's commitments in this lease addendum are made to the other Tenants as well as to Landlord.)* A Tenant may bring legal action against another Tenant related to the no-smoking lease addendum, but a Tenant does not have the right to evict another Tenant. Any legal action between Tenants related to this no-smoking lease addendum shall not create a presumption that the Landlord breached this no-smoking lease addendum.

**7. Effect of Breach and Right to Terminate Lease.** A breach of this lease addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this lease addendum shall be a material breach of the lease and grounds for immediate termination of the lease by the Landlord. *[If the property management intends to use graduated enforcement, the enforcement steps should be specified in this document. The steps could start with a verbal warning, followed by written warning(s), and could include fines.]*

**8. Disclaimer by Landlord.** Tenant acknowledges that Landlord's adoption of a no-smoking policy and the efforts to designate the rental complex as no-smoking do not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as no-smoking any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this lease addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Landlord shall take reasonable steps to enforce the no-smoking policy. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this lease addendum than any other landlord obligation under the Lease.

LANDLORD

TENANT

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*Optional Paragraph for Existing Rental Communities that Adopt “No-smoking Policies”*

**9. Effect on Current Tenants.** Tenant acknowledges that current tenants residing in the complex under a prior lease will not be immediately subject to the no-smoking Policy. As current tenants move out, or enter into new leases, the no-smoking policy will become effective for their unit or under the new lease.

**Resources:**

Nevada Judiciary, Landlord Tenant Handbook:

<http://www.nevadajudiciary.us/index.php/viewdocumentsandforms/functionstartdown/5158/>

Landlord Tenant Forms:

<http://www.nevadajudiciary.us/index.php/viewdocumentsandforms/SelfHelpProSe/Landlord-Tenant-Forms---Apartments/>