

SMOKING POLICY ADDENDUM

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This Smoking Policy Addendum (this "Addendum") is entered into as of [EFFECTIVE DATE] (the "Effective Date") by and between:

[LANDLORD LEGAL NAME], whose address is [LANDLORD ADDRESS] ("Landlord"); and

[TENANT LEGAL NAME(S)], whose address is [TENANT ADDRESS] ("Tenant").

Landlord and Tenant are each a "Party" and together the "Parties."

Recitals. The Parties are parties to a residential lease dated [LEASE DATE] for the premises located at [PREMISES ADDRESS] in [COUNTY, STATE] (the "Lease," and the property the "Premises"). The property is part of a building or community known as [PROPERTY NAME, if any] (the "Property"). Landlord wishes to establish a clear smoking policy to protect the health and safety of residents, reduce fire risk, and limit property damage, and Tenant agrees to comply. This Addendum supplements and is incorporated into the Lease. In consideration of the mutual promises below, the Parties agree as follows.

1. Incorporation and Definitions

1.1 Incorporation. This Addendum is part of the Lease. All terms of the Lease remain in full force except as expressly modified here. If a conflict exists between this Addendum and the body of the Lease regarding smoking, this Addendum controls.

1.2 "Smoking." "Smoking" means inhaling, exhaling, burning, carrying, or possessing any lighted or heated tobacco product, cigarette, cigar, pipe, hookah, or any other lighted or heated combustible plant material, including cannabis where otherwise lawful.

1.3 "Vaping." "Vaping" means the use of an electronic cigarette, vaporizer, or similar device that produces an inhalable aerosol or vapor, whether or not it contains nicotine.

1.4 "Smoke-Free Area." "Smoke-Free Area" means any area designated in this Addendum as one in which Smoking, and where stated Vaping, is prohibited.

2. Smoking Policy

2.1 Policy designation. The Premises and Property are designated as follows (select one):

- ☐ **Entirely smoke-free.** Smoking [and Vaping] is prohibited everywhere on the Property, including inside the Premises, all interior common areas, and all outdoor areas of the Property. - ☐ **Smoke-free with designated outdoor area(s).** Smoking is prohibited inside the Premises and all interior common areas, but is permitted only in the designated outdoor smoking area(s) described in Section 3. - ☐ **Other.** [DESCRIBE CUSTOM POLICY].

2.2 Vaping. Vaping is [prohibited wherever Smoking is prohibited / permitted inside the Premises but not in common areas / [OTHER]].

2.3 **Scope of obligation.** Tenant is responsible for ensuring that Tenant, all members of Tenant's household, and Tenant's guests and invitees comply with this policy.

3. Designated and Prohibited Areas

3.1 **Prohibited areas.** Smoking **[and Vaping]** is prohibited in all of the following: the interior of the Premises; hallways, stairwells, elevators, lobbies, laundry rooms, and other interior common areas; and **[balconies / patios / within [NUMBER] feet of any building entrance, window, or ventilation intake]**.

3.2 **Designated smoking area(s).** If the policy permits outdoor Smoking, it is allowed only in the following designated area(s): **[DESCRIBE LOCATION(S)]**. Tenant will fully extinguish and properly dispose of all smoking materials in the receptacle provided and will not litter.

3.3 **Changes to designations.** Landlord may reasonably modify the designated and prohibited areas on **[NUMBER]** days' written notice, consistent with the Lease and applicable law.

4. Tenant Acknowledgments

4.1 **No guarantee of smoke-free environment.** Tenant acknowledges that Landlord's adoption of this policy does not make Landlord a guarantor of a smoke-free or smoke-free-related health environment, and that Landlord's ability to police the conduct of other residents is limited to enforcement under their leases.

4.2 **Reporting.** Tenant will promptly report to Landlord any violation of this policy that Tenant observes, so that Landlord may address it.

4.3 **Disclosure of secondhand smoke risk.** Tenant acknowledges that secondhand smoke and aerosol can migrate between units and common areas and that no building construction can fully prevent such migration.

4.4 **Health and safety.** Tenant acknowledges that this policy is intended to reduce fire risk, health risk, and property damage, and agrees to abide by it for those purposes.

5. Damage, Cleaning, and Restoration

5.1 **Damage from Smoking.** Tenant is responsible for damage caused by Smoking or Vaping in violation of this policy, including burns, scorch marks, residue, odor remediation, and the cost of cleaning, repainting, or replacing affected materials, to the extent permitted by applicable law.

5.2 **Beyond ordinary wear.** Damage and odor caused by prohibited Smoking or Vaping are not ordinary wear and tear. Charges for such damage are subject to the security deposit and itemization rules of the Lease and applicable local law, which vary by jurisdiction.

5.3 **Mitigation.** Tenant will take reasonable steps to mitigate any smoking-related condition Tenant becomes aware of and to prevent recurrence.

6. Enforcement and Remedies

6.1 **Breach.** A violation of this Addendum is a material breach of the Lease, subject to the notice and cure provisions of the Lease and applicable law.

6.2 **Remedies.** On an uncured violation, Landlord may pursue the remedies available under the Lease and applicable law, which may include charges for damage, lease termination, and eviction, in each case only as permitted by applicable local law. Eviction and termination procedures vary by jurisdiction and must follow local law.

6.3 **Cumulative remedies.** Landlord's remedies are cumulative. Landlord's failure to enforce this policy on any occasion is not a waiver of the right to enforce it later.

6.4 **No retaliation.** Nothing in this Addendum permits any action prohibited by applicable anti-retaliation or fair-housing laws, including reasonable accommodations required by law.

7. General Provisions

7.1 **Governing law.** This Addendum is governed by the laws of the State of [STATE] and by applicable local landlord-tenant, smoking, and fair-housing rules, which vary by jurisdiction.

7.2 **Notices.** Notices must be in writing and delivered as provided in the Lease, or to the addresses above, and are effective on receipt.

7.3 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

7.4 **Amendment.** This Addendum may be amended only by a writing signed by both Parties, except for reasonable changes to designated areas under Section 3.3.

7.5 **Entire agreement.** This Addendum, together with the Lease, is the entire agreement between the Parties on the subject of smoking and supersedes prior discussions on that subject.

7.6 **Counterparts and electronic signature.** This Addendum may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the Effective Date.

LANDLORD	TENANT
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE OR N/A]	Title: [TITLE OR N/A]
Date: _____	Date: _____

[Add a signature row for each additional Tenant.]

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