

ADDENDUM TO RENTAL AGREEMENT

Non-Smoking Policy

The [APARTMENT COMPLEX NAME OR MANAGEMENT COMPANY] is aware of the ill effects caused by secondhand smoke. Along with many illnesses that secondhand smoke causes, there are additional maintenance costs needed to clean up a smoker's unit vs. a non-smoker's unit after the tenant has moved out. There are extra costs for cleaning, painting, curtain replacements and grounds keeping. Many tenants know it is bad to be around smoke and need to avoid or minimize contact with it, even though the complex houses smokers and non-smokers. Tenants, who are smokers, however have their needs and are dealing with the difficulties related to their smoking habits. We all wish to live in a neighborhood in which neighbors show respect and consideration for one another.

The Environmental Protection Agency classifies secondhand tobacco smoke (SHS) as a class "A" carcinogen, Proposition 65, (the Safe Drinking Water and Toxic Enforcement Act), lists SHS as a human cancer causing chemical. The U.S. Surgeon General identifies SHS as the third leading cause of preventable death. In reaction to the fore mentioned, the Occupational Safety and Health Administration will include SHS in their indoor air quality safe exposure level requirements.

Because of the negative consequences of smoking, we discourage children from smoking both before and after the legal age of eighteen. We strive to protect the places they most frequently occupy from the presence of smoke and smoking materials. Out of concern for the effect second hand smoke has on those with respiratory or other health-related conditions, we have adopted the following policy:

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

Rules

Non-Smoking Areas

- Smoking prohibited within all units
- Smoking is prohibited on any playground area and common area bench or recreation area whether or not children are present.
- Smoking is prohibited on any sports designated area on the complex.
- Smoking is prohibited in any community room, recreation room, and computer room or conference room and community gardens of the complex.
- Smoking is prohibited in all laundry rooms within the complex.
- Smoking is prohibited at all mailbox areas within the complex.
- Smoking is prohibited in the pool, pool area and pool restrooms/dressing rooms.

- Smoking is prohibited at any fountain area.
- Smoking is prohibited at all school bus stop-waiting areas within the complex.
- Smoking is prohibited within entryways, patios or balconies, if adjacent or facing another unit.

Smoking Areas

- Smoking is permitted in parking lots.
- Smoking is permitted in open areas 15 feet away from non-smoking designated areas.

Enforcement

No Smoking signs shall be posted in all designated no smoking areas. Management and maintenance personnel shall be responsible for the enforcement of this policy as to anyone on the premises. Tenants shall be responsible for their guests, visitors and service personnel. This policy applies to all residents, guests, relatives of residents and service personnel. This Lease Addendum is incorporated into and shall become a part of the original lease or any renewal of said Lease between Owner and Tenant.

- Smokers must clean up their cigarette butts and use ashtrays at all times.

Resident Section:

I hereby acknowledge the above smoking policy as part of my lease agreement. I agree that I will not smoke in the areas of the property listed in the above policy. In addition, I will be responsible for enforcing this policy with all my visitors, guests, relatives and service personnel that visit the premises.

NAME (Please Print)

ADDRESS

CITY, STATE, ZIP CODE

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PHONE NUMBER

Additional Names:

NAME (Please print) SIGNATURE

NAME (Please print) SIGNATURE

Name of Manager/Owner/Housing Director