

PART I: NO SMOKING POLICY

1. **Purpose of Non-Smoking Policy.** The parties desire to mitigate (i) the irritation and known health effects of second hand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking; and (iii) the increased risk of fire from smoking.
2. **Definition of Smoking.** The term “smoking” means inhaling, exhaling, breathing or carrying or possessing any lighted cigarette, cigar, pipe or other tobacco product or similar lighted product in any manner or in any form.
3. **Non-Smoking Area.** Resident agrees and acknowledges that the Premises and any interior common areas, including but not limited to individual units, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevators, occupied by Resident, members of Resident’s household and any guest of the Resident shall be smoke free. Resident also agrees that Resident, members of Resident’s household and any guest of the Resident shall refrain from smoking within 15 feet of any building entrances, exits, and operable windows and vents.
4. **Smoking Areas.** A Resident may smoke at the curb of the street, sidewalk, or alley closest to the Property; if there is no curb near the Property, at least 15 feet away from the building entrances, exits, and operable windows, vents, the private outdoor area (e.g., balconies and private yards, etc.); the outdoor common area of the residential building that is greater than 15 feet from a door or window located within its perimeter.
5. **Resident to Promote Non-Smoking Policy and to Alert Landlord of Violations.** Resident shall inform Resident’s guests of the non-smoking policy. Further, Resident shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Resident’s unit from sources outside of the Resident’s unit.
6. **Landlord to Promote Non-Smoking Policy.** Landlord shall post no-smoking signs at entrances and exits, in common areas and in conspicuous places adjoining the grounds of the Non-Smoking Area.
7. **Landlord Not a Guarantor of Smoke-Free Environment.** Resident acknowledges that Landlord’s adoption of a non-smoking living environment does not make the Landlord or any of its managing agents the guarantor of Resident’s health or of the non-smoking condition of the Resident’s unit and the common areas. However,

Landlord shall take reasonable steps to enforce the non-smoking terms of its leases and to make the Non-Smoking Area as smoke-free as is reasonably possible.

- 8. 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 contained in the Lease. A material or continuing breach of this Addendum shall be a material breach of the lease and grounds for termination of the Lease by the Landlord.