



No-Smoking Policy Lease Addendum

LESSEE: _____

LOCATION: _____

LESSEE and all members of LESSEE's family or household are parties to a written lease with LESSOR. This lease addendum states the following 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 the use of any or all tobacco or smoking products is defined as all nicotine, tobacco-derived or containing products, and plant based products including, but not limited to, cigarettes (e.g., clove, bidis, kreteks), electronic cigarettes (vapes) and electronic juices containing nicotine, cigars and cigarillos, hookah-smoked products, and oral tobacco (spit and spit-less, smokeless, chew, snuff) and/or any other drug substance or paraphernalia including the use of lighted marijuana and/or cannabis derived substances is strictly prohibited.

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, vape, dabbing or under any product name.

3. No-Smoking Complex. LESSEE agrees and acknowledges that the premises to be occupied by LESSEE and members of LESSEE's household have been designated as a no-smoking living environment. LESSEE and members of LESSEE's household shall not smoke anywhere in the unit rented by LESSEE, or the building where the LESSEE'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 LESSEE permit any guests or visitors under the control of LESSEE to do so.

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P.O. Box 1081 | Norwich, VT 05055 | 802-295-7961
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4. Determining LESSEE violation of no smoking policy. Examples of violations include, but are not limited to:

- Staff witnesses a LESSEE, LESSEE's guest, family member, or service provider smoking in non-smoking areas under LESSEE's control.
- Staff witnesses a lighted smoking product in an ashtray or other receptacle in non-smoking areas under LESSEE's control.
- Damages to the interior of the property (i.e. carpets, countertops) that are the result of burns caused by smoking products.
- Evidence of smoking in a unit includes, but is not limited to, cigarette or other smoking product smells, smoke clogged filters, ashes, smoke film including smoke damage to walls.
- Repeated reports to staff of violations of this policy by third parties.

5. LESSEE to Promote No-Smoking Policy and to Alert LESSOR of Violations. LESSEE shall inform LESSEE's guests of the no-smoking policy. Further, LESSEE shall promptly give LESSOR a written statement of any incident where tobacco smoke is migrating into the LESSEE's unit from sources outside the LESSEE's apartment unit.

6. LESSOR to Promote No-Smoking Policy. LESSOR shall post no-smoking signs in conspicuous places on the grounds of the apartment complex.

7. Other LESSEEs are Third-Party Beneficiaries of LESSEE's Agreement. LESSEE agrees that the other LESSEEs at the complex are third-party beneficiaries of LESSEE's no-smoking lease addendum with LESSOR. A LESSEE may bring legal action against another LESSEE related to the no-smoking lease addendum, but a LESSEE does not have the right to evict another LESSEE. Any legal action between LESSEEs related to this no-smoking lease addendum shall not create a presumption that the LESSOR breached this no-smoking lease addendum.

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 in the Lease. A material breach of this lease addendum shall be considered a material breach of the lease and grounds for enforcement actions, including eviction, by the LESSOR. A waiver of the lease requirement of no-smoking can only be made in writing.

The enforcement steps are as follows:

1. First violation: LESSEE shall receive a written warning
2. Second violation: LESSEE shall be considered in default under the terms of the residential lease agreement and tenancy may be terminated.

9. Disclaimer by LESSOR. LESSEE acknowledges that LESSOR'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 LESSOR or managing agent would have to a LESSEE 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. LESSOR specifically disclaims any implied or express warranties that the building, common areas, or LESSEE's premises will have any higher or improved air quality standards than any other rental property. LESSOR cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. LESSEE acknowledges that LESSOR's ability to police, monitor, or enforce the agreements of this lease addendum is dependent in significant part on voluntary compliance by LESSEE and LESSEE's guests. LESSOR shall take reasonable steps to enforce the no-smoking policy. LESSOR is not required to take steps in response to smoking unless LESSOR knows of said smoking or has been given written notice of said smoking. LESSEEs with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that LESSOR does not assume any higher duty of care to enforce this lease addendum than any other LESSOR obligation under the Lease.

LESSOR

LESSEE

Prepared By:

Tennyson Marceau

Prevention Specialist

Northeastern Vermont Regional Hospital

297 Summer Street, St. Johnsbury VT

(802)748-8400



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