

## Smoke-Free and No Tobacco Use Addendum and Policy

This agreement period shall be for the period of occupancy as defined under the Residential Lease Agreement.

**1. Purpose of Policy.** This smoke-free and tobacco-free lease addendum/policy is intended to benefit the Pines at Southridge Apartment Community and all of its residents, visitors, and staff by mitigating (i) the known adverse health effects of secondhand tobacco smoke exposure, smoking and use of other tobacco and non-tobacco products; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking.

**2. Definitions.** "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated tobacco or plant product, such as cannabis, intended for inhalation, including hookahs. The term tobacco includes, but is not limited to, any form, compound, or synthesis of the plant of the genus *Nicotiana* or the species *N. tabacum* which is cultivated for its leaves to be used in cigarettes, cigars, or pipes. Smoking also refers to use or possession of burning, lighted or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

**3. Smoking and Tobacco Use Prohibition.** Tenant(s) agree and acknowledge that the premises to be occupied has been designated as a smoke free and no tobacco use living environment. This smoke free policy extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the property. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors, breezeway/patios, building common areas, club house, exercise facility, all interior areas of the property, and pool areas.

**4. Smoking Inside Your Unit.** If you permit smoking inside your unit, you are responsible for payment of all costs and damages to your unit, other residents' units, or any other portion of the property for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to smoking are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the premises, is in excess of normal wear and tear in our smoke free community. Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Agreement or any other addendum.

**5. Residents to Promote No Smoking and No Tobacco Use Policy and to Alert Landlord of Violations.** Tenants are responsible for communicating the property's smoking policy and for ensuring compliance with this addendum by your occupants, family, guests, and invitees. Further, residents shall promptly notify management of any incident where secondhand smoke is migrating into residential units from sources outside of the residential unit.

**6. No Warranty of a Smoke-Free Environment.** Residents acknowledge that although Hall Equities Group, Pines at Southridge Apartments, is a smoke-free and tobacco-free living environment, this is not a guarantee of residents' health or of the smoke-free and tobacco-free condition of residential units and other areas covered by this policy. However, management shall take reasonable steps to enforce the smoke-free and tobacco-free terms of its leases. The management is not required to take steps in response to smoking or tobacco use unless management knows of or has been given written notice of said smoking or tobacco use.

**7. If You Choose to Smoke.** Smoking is NOT permitted as outlined in this agreement. Tenant shall be charged a minimum of \$15 per cigarette butt. In addition, the Tenant shall be fined \$100 per incident. Any fines or costs of clean up shall be deemed additional rent and will be due and payable with the next month's rent. Improper disposal shall include but is not limited to disposal on sidewalks, balconies, landscaping, etc.

**8. Disclaimer.** Tenant(s) acknowledge that the adoption of a smoke-free and tobacco-free living policy, does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Residents acknowledge that management's ability to police, monitor, or enforce the agreements of a lease addendum is dependent in significant part on voluntary compliance by residents and residents' guests and visitors. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Hall Equities Group does not assume any higher duty of care to enforce this lease addendum than any other obligation under the lease agreement.

This is an important legally binding document. By signing this addendum, you are acknowledging that any violation of this addendum constitutes a breach of your lease agreement which can result in legal action by Landlord up to and including termination of your lease agreement.

Acknowledgement: I (we) have read the above agreement and agree thereto.