
MODEL SMOKEFREE HOUSING PROPERTY LEASE ADDENDUM

The Resident and all members of Resident’s family or household are parties to a written Lease with the **[landlord, property manager]**. This Addendum states the following additional terms, conditions, and rules which are hereby incorporated into the original Lease agreement. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

Addendum Purpose:

[Name of housing organization] has elected to adopt a Smokefree Campus Policy for all **[name of housing organization]** owned and operated rental facilities. **[Name of housing organization]** finds that:

WHEREAS, the **[name of housing organization]** cares about the health, welfare and safety of all residents and rental facilities;

WHEREAS, numerous studies have concluded that exposure to secondhand tobacco smoke is a serious health hazard that can cause disease in healthy nonsmokers including cancer, heart disease, and respiratory disease and is responsible for over 53,000 deaths annually nationwide;

WHEREAS, secondhand tobacco smoke is particularly hazardous to elderly people and children, causing or exacerbating asthma, cardiovascular disease, respiratory disease and infections, cancer and SIDS (sudden infant death syndrome);

WHEREAS, the 2006 U.S. Surgeon General’s Report, The Health Consequences of Involuntary Exposure to Tobacco Smoke, states secondhand smoke exposure causes disease and premature death in children and adults who do not smoke, exposure of adults to secondhand smoke has immediate adverse effects on the cardiovascular system, and “there is no risk-free level of exposure to secondhand smoke;”

WHEREAS, while the concentration of outdoor tobacco smoke depends on several factors such as density of smokers and wind conditions, studies have shown that outdoor tobacco smoke is detectable between 23 and 29.5 feet away from the source;

WHEREAS, e-cigarette aerosol contains harmful and potentially harmful chemicals such as Nicotine, Diacetyl, Benzene, and Tin. Exposure to e-cigarette aerosol has not been proven to be safe;

WHEREAS, the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) has determined there is currently no air filtration or other ventilation technology that can completely eliminate the carcinogenic components in secondhand smoke;

THEREFORE, the **[name of housing organization]** adopts this smokefree housing policy for **[name of housing complex]** located at **[address]**.

Definitions:

1. "Smoking" or "To Smoke" includes inhaling, exhaling, burning, lighting, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated tobacco or plant product intended for inhalation, whether natural or synthetic, in any manner or in any form, including the use of electronic smoking devices and marijuana.
2. "Electronic Smoking Device" means any device, regardless of whether it contains nicotine, used to deliver nicotine or another substance in any manner for the purpose of inhaling vapor or aerosol from the device. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.
3. "Resident" means someone living in or staying in **[name of housing complex]**.
4. "Employee" means property manager, owner, landlord, representative, or worker of **[name of housing organization]**.
5. "Guest" means someone visiting or staying in **[name of housing complex]**.

Smokefree Property Policy:

1. Effective as of **[effective date]**, smoking is not permitted anywhere on the property. Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident's household, as well as outside areas have been designated as smokefree. Resident and members of Resident's household shall not smoke anywhere in the unit rented by Resident, in the building where the Resident's unit is located, in any of the common areas inside the building, or in any outside areas.
2. This policy applies to all current and new Residents, all Employees, and all Guests at all times.
3. Employees and Residents will be encouraged to quit tobacco and offered assistance, including access to the Montana Tobacco Quit Line.

4. Failure of any Resident to follow the smokefree policy will be considered a lease violation and treated as such under the original terms of the lease. Repeated lease violations may result in termination of the Resident’s lease.
5. “No Smoking” signs will be posted inside and outside the building(s) in a conspicuous manner.
6. If a Resident smells or witnesses smoking on the property, they will report this to an Employee as soon as possible.
7. Employees will enforce the smokefree policy and will respond as soon as possible to secondhand smoke complaints on the property.
8. Upon adoption of the policy, all new and current Residents will be given a copy of this Smokefree Property Policy.
9. Upon adoption of the policy, all current Residents will sign the Smokefree Housing Property Lease Agreement Addendum. A signed copy will be placed in the Resident’s file and a copy given to the Resident.

This Smokefree Property Policy shall be communicated to all current Employees and Residents **[30, 60, 120]** days prior to its effective date, and at the time of employment for all

Tenant Acknowledgement: I have read and understand the above no smoking policy and I agree to comply fully with the provisions provided therein.

Resident Name: _____

Resident Signature: _____

Date: _____

Employee Name: _____

Employee Signature: _____

Date: _____