

# **[SAMPLE] SMOKEFREE AND NO TOBACCO USE LEASE ADDENDUM and POLICY**

**[Version L: Smoking, other forms of tobacco use and vaping are  
prohibited curb-to-curb on all properties of this (Insert MUH Name)]**

## **1. Purpose of Policy.**

This smokefree, tobacco-free and vape-free lease addendum/policy is intended to benefit the [Insert MUH Name] and all of its housing residents, visitors, and staff by mitigating (i) the known adverse health effects of secondhand tobacco smoke exposure, smoking and use of other tobacco products; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire Insurance for a non-smokefree building.

## **2. Definitions.**

“Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs.

“Tobacco product” means any product that contains tobacco and is intended for human consumption.

“Vaping” means use of a “vapor product” as defined in Title 37 of Oklahoma Statutes (Prevention of Youth Access to Tobacco Act).

## **3. Smoking, Other Tobacco Use and Vaping Prohibition.**

Residents, guests, visitors, staff, and management agree and acknowledge that the premises to be occupied by residents and members of residents’ households have been designated as a smokefree, tobacco-free and vape-free living environment, starting no later than [effective date and time]. Residents and members of residents’ households, in addition to all guests, visitors, staff, and management, shall not smoke, use other tobacco products or use vapor products anywhere in the units rented by residents, in the building[s] where residents’ dwelling[s] is/are located, in other [Insert MUH Name] buildings, or anywhere outdoors on the property, nor shall residents, staff, or management permit any guests or visitors under the control of residents, staff, or management to do so.

#### **4. Residents to Promote No Smoking, No Tobacco Use and No Vaping Policy and to Alert Landlord of Violations**

Residents shall inform residents' guests and visitors of the smokefree, tobacco-free and vape-free policy. Further, residents shall promptly give the management a written statement of any incident where secondhand smoke is migrating into residential units from sources outside of the residential unit.

#### **5. [Insert MUH Name] to Promote No Smoking, No Tobacco Use and No Vaping Policy**

[Insert MUH Name] management shall post signage at building entrances and exits, and outside as needed, stating that smoking, use of other tobacco products and vaping are prohibited in all areas, indoors and outdoors, of the property.

#### **6. [Insert MUH Name] Not a Guarantor of Smokefree, Tobacco-Free and Vape-free Environment**

Residents acknowledge that [Insert MUH Name's] adoption of a smokefree, tobacco-free and vape-free living environment, does not make [Insert MUH Name] or any of its managing agents the guarantor of residents' health or of the smokefree, tobacco-free or vape-free condition of residential units and other areas covered by this policy. However, the [Insert MUH Name] management shall take reasonable steps to enforce the smokefree, tobacco-free and vape-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, tobacco use or vaping.

#### **7. Other Residents are Third-Party Beneficiaries of Resident's Agreement**

Residents agree that the other residents at the complex are the third-party beneficiaries of each resident's smokefree, tobacco-free and vape-free addendum agreement with [Insert MUH Name]. A resident may sue another resident for an injunction to prohibit smoking or for damages, but does not have the right to evict another resident. Any suit between residents herein shall not create a presumption that [Insert MUH Name] breached a lease addendum.

#### **8. Effect of Breach and Right to Terminate Lease**

A breach of a lease addendum shall give each party all the rights contained within the aforementioned addendum, as well as the rights provided for in their lease. A material breach

of a lease addendum by the resident shall be a material breach of their lease and grounds for termination of their lease by [Insert MUH Name]. [Insert MUH Name] acknowledges that in adopting this smokefree, tobacco-free and vape-free policy, the failure to respond to a complaint filed by a resident shall be treated as equivalent to failure to respond to a request for maintenance. Oklahoma law governing repair and deduct, the implied warranty of habitability, and the covenant of quiet enjoyment shall be understood to include the right to be smokefree, tobacco-free and vape-free contingent upon cooperation of both residents and [Insert MUH Name]. These provisions shall also be construed to result in a constructive eviction if the housing authority fails to timely respond to residents' complaints regarding secondhand smoke.

Progressive enforcement actions for violations of this policy shall include the following:

First violation: Written warning, accompanied by smoking cessation resource information.

Second violation: Notice to vacate with option to remedy, accompanied by smoking cessation resource information.

Third violation: Notice to vacate without the option to remedy.

## 9. Disclaimer by [Insert MUH Name]

Residents acknowledge that [Insert MUH Name] adoption of a smokefree, tobacco-free and vape-free living policy, does not in any way change the standard of care that [Insert MUH Name] would have to a resident household to render buildings and premises designated as smokefree, tobacco-free and vape-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Management specifically disclaims any implied or express warranties that the building, common areas, or rental premises will have any higher or improved air quality standards than any other rental property. [Insert MUH Name] cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Residents acknowledge that [Insert MUH Name'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 [Insert MUH Name] does not assume any higher duty of care to enforce this lease addendum than any other obligation under their lease.

## 10. Effect on Current and Future Residents

All residents will be required to sign this lease addendum and to comply with this policy no later than **[effective date and time; same as in #3 on page 1 of this sample]**.

Future leases shall include the provisions of this smokefree, tobacco-free and vape-free policy or contain this addendum.

**Approved by:** \_\_\_\_\_

**Signed by:** \_\_\_\_\_

**Date Adopted:** \_\_\_\_\_

_____ <b>Resident 1</b>	_____ <b>Resident 2</b>	_____ <b>Resident 3</b>
_____ <b>Date</b>	_____ <b>Date</b>	_____ <b>Date</b>

**[end of Sample L]**