

Coppola Realty Management Services, Inc.
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NO SMOKING LEASE ADDENDUM

Reference is hereby made to a lease ("Lease") by and between, the Tenant, including all members of Tenant's family or household ("Tenant"), and the Landlord. The following additional provisions shall be fully applicable to the Lease and made part thereof as though included within the Lease itself.

PURPOSE: Tenant acknowledges the following: smoking increases the risk of fire; smoking is likely to damage the apartment; secondhand smoke is likely to drift from one apartment to another; and exposure to secondhand smoke can cause negative health outcomes. This policy is intended to protect the health of our residents, guests and staff.

DEFINITIONS: Smoking shall include the inhaling, exhaling, burning, or carrying of any lighted or heated cigarette, cigar, pipe, hookah, marijuana (including medical marijuana), or any other product or substance that is intended for smoking. "Smoking" also includes the use of an electronic smoking device that creates a vapor, including e-cigarettes, e-cigars, e-pipes, e-hookahs, vape pens, etc.] The term Landlord shall include owners and property managers.

NO SMOKING RULE: No Tenant shall smoke, nor permit anyone to smoke, in the Tenant's apartment. Smoking shall also be prohibited throughout the entire residence, including but not limited to, all areas of the property that will be smoke-free, e.g. common areas, units, entrances, within 20 feet from the building(s), balconies, and patios, hallways, stairways, foyers, fire escapes, elevators, roof tops, basements, laundry rooms, storage areas, etc. The new policy will apply to tenants, as well as guests, maintenance personnel and staff, service persons, and anyone entering the property.

COMPLIANCE: Landlord shall take reasonable steps to ensure compliance with the terms and provisions of this Addendum. Tenant shall inform Tenant's guests of the no smoking rule. Tenant shall promptly give Landlord notice of any incident of smoking or migrating secondhand smoke.

THIRD-PARTY BENEFICIARIES: Tenants agree that other tenants at the complex are the third-party beneficiaries of this No Smoking Addendum and, accordingly, a tenant has the right to sue another tenant for an injunction to prohibit smoking or for damages. Any exercise of these rights shall not create a presumption that the Landlord breached this Addendum.

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 Landlord.

Tenant acknowledges that the following consequences will be levied in the event of Tenant's violation of the policy:

1st violation: \$50 fine

2nd violation: \$100 fine

3rd violation: \$150 fine with Lessor's right to terminate Lease

Tenant acknowledges that a breach of this Lease Addendum shall also render Tenant liable to Landlord for the costs of repair to Tenant's apartment unit due to damage from smoke odors or residue.

DISCLAIMER: Tenant acknowledges the following: a) that the adoption and/or enforcement of the no smoking rule shall not make the Landlord a guarantor of Tenant's health or of the smoke-free condition of the Tenant's apartment and the common areas; b) the adoption and/or enforcement of the no smoking rule shall not, in any way, change the warranty of habitability, the covenant of quiet enjoyment, or other duty of care owed to the Tenant; and c) that Landlord's ability to police, monitor, or enforce the no smoking rule is dependent in significant part on compliance by the Tenant and Tenant's guests. Landlord specifically disclaims any implied or express warranties that the building(s), common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke.

WITNESS the execution hereof under seal this _____ day of _____, 20_____.

Lessor

Tenant Name (printed)

Tenant Signature

Tenant Name (printed)

Tenant Signature

Tenant Name (printed)

Tenant Signature