**AUSTIN COURTYARD & CHAUNCEY APARTMENTS**

# Lease Addendum for a SMOKE-FREE BUILDING

The Austin Courtyard and Chauncey Apartments became “Smoke-Free” buildings on January 1, 2005. The Tenant and all members of a Tenant’s family or household are parties to a written Lease with the Housing and Redevelopment Authority of Austin, MN (Owner). This addendum states the following additional terms, conditions and rules which are hereby incorporated into the Lease.

**Purpose of a Smoke-Free Building.** The parties desire to alleviate the following:

* The irritation and known health effects of secondhand smoke;
* The increased maintenance, cleaning and redecorating costs from smoking; and
* The increased risk of fire from smoking.

1. **Definition of Smoking.** The term “smoking” means inhaling, exhaling,

breathing, or carrying any lighted cigarette, cigar, or other tobacco

product or similar lighted product in any manner or in any form.

1. **Smoke-Free Building.** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant’s household have been designated as a smoke-free living environment. **Tenant and members of Tenant’s household shall not smoke anywhere in the apartment unit (including balconies and patios) rented by Tenant, or anywhere in the entire building where the Tenant’s dwelling is located, or on the building grounds except as identified below, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.**
2. **Allowable smoking areas.** The building grounds shall be smoke-free with the exception of the following area: A person may smoke outside by the designated smoking receptacle located at the end of the canopy approx. 25’ from the front entrance of the building.
3. **Tenant to promote no-smoking policy and to alert Owner of violations.**

Tenant shall inform their guests of the no-smoking policy. Further,

Tenant shall notify Owner by written statement of any incident where

tobacco smoke is migrating into the Tenant’s unit from sources outside the Tenant’s apartment unit.

1. **Owner to promote no-smoking policy.** Owner shall post no-smoking signs

at entrances and exits, common areas and in conspicuous places.

1. **Owner not a guarantor of smoke-free environment.** Tenant acknowledges

that Owner’s adoption of a smoke-free living environment, and the

efforts to designate the rental complex as smoke-free, do not make the Owner or any of its managing agents the guarantor of Tenant’s health or of the smoke-free condition of the Tenant’s unit and common areas. However, Owner shall take reasonable steps to enforce the smoke-free terms of its Lease Addendum and to make the complex smoke-free. Owner is not required to take steps in response to smoking unless Owner knows of said smoking or has been giving written notice of said smoking.

1. **Right to terminate Lease.** A material breach of this Addendum shall be

a material breach of the Lease and grounds for termination of the Lease by the Owner. Owner shall give tenant a 31 day notice.

**8. Damages to Premises:**  Tenant will be responsible for damages caused by smoking in the apartment or anywhere else on the premises (either done by the tenant or their guests). Costs associated with smoking may include, but is not limited to: Replacement of carpet and pad, replacement of vinyl flooring, damages done to countertops, painting, extra cleaning and/or any other damages.

**9. Disclaimer by Owner.** Tenant acknowledges that Owner’s adoption of a

smoke-free living environment, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Owner or managing agent would have to a Tenant household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Owner specifically disclaims any implied or express warranties that the building, common areas, or Tenant’s premises will have any higher or improved air quality standards than any other rental property. Owner cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Owner’s ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant’s guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are alerted that Owner does not assume any higher duty of care to enforce this Addendum than any other Owner obligation under the Lease.

**10. Effect on current Tenants.** Current tenants residing in the complex under a prior lease (prior to 1/1/2005) will not be subject to the

no-smoking policy in their apartment. This does not alleviate the fact that current tenants will still be responsible for smoke-related damages. As current tenants move out, the smoke-free policy will become effective for their apartment.

**Signatures:**

Tenant 1.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

2.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Owner’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Representative Date