

NO-SMOKING ADDENDUM

This No-smoking Addendum is entered between Andra Zimble (owner/
agent) and Rachel Henry and Peter Robbins (tenant)

on this 19th day of December, 2015.

This addendum is an integral part of the residential lease agreement dated: 3/27/12 entered
between owner and tenant in respect of the premises #46 Deering Street, Portland, ME
(please insert the complete address of the premises). apt #2

1. **Purpose** : This addendum is entered between the parties with the intention to mitigate the following risks:
 - Smoking increases the risk of fire
 - Smoking is likely to damage the Tenant's premises
 - Adverse health effects of Secondhand smoke
 - Secondhand smoke is likely to drift from one apartment to another.
 - The increased maintenance and cleaning costs of smoking
2. **Definition of smoking**: smoking includes inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco or other similar lighted product.
3. **No smoking rule**: Tenant agrees and acknowledges that the areas specified below as smoke free areas and that the tenant or members of tenant's premises or guest of tenant shall not smoke in the areas specified below:

() Smoking is prohibited in the entire area of building including units, porches, patios, balconies, front yard and back yard and other areas of the building
4. **No smoking signs**: Owner/agent shall put "No smoking" signs at the entrance and exits, in common areas, and in conspicuous places in the apartment complex.
5. **Promotion of No smoking policy**: Tenant shall inform guest or visitors about the No smoking rule and shall promptly give notice to the owner/agent about any incident of violation of the no smoking rule.
6. **No guarantee from owner/agent**: Owner/agent shall take all necessary steps to implement the no smoking rule. Owner/agent shall not be required to take steps unless owner/agent has actual knowledge or has been given written notice.
7. **Third party beneficiaries to this addendum**: Tenant agrees that other tenants

are Third party beneficiaries of this Addendum. One tenant may sue another tenant to enforce this Addendum. Any exercise of these rights shall not create a presumption that the owner/agent breached this Addendum.


8. **Disclaimer:** Tenant acknowledges the following: a) that the adoption and/or enforcement of the no smoking rule shall not make the owner/agent 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 Owner/agent'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. Owner/agent 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/agent cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke.
9. **Effect of breach of No smoking rule:** If tenant breaches the no smoking rule then owner/agent has the right to issue notice of termination on these grounds alone..

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of duplicate of original.




Owner/agent

Owner/agent



Tenant



Tenant