

## SMOKE-FREE HOUSE RULE ACKNOWLEDGMENT

Tenant and all members of the Tenant's family or household are parties to a written lease with Landlord. By signing this acknowledgment the Tenant and all members of the Tenant's family or household hereby acknowledge the additional terms, conditions and rules related to smoke free housing which are hereby incorporated into the House Rules. A breach of the smoke free House Rule shall give each party all the rights contained in it, as well as the rights in the Lease.

### **SMOKE FREE HOUSE RULE:**

No tenant shall smoke, nor permit anyone to smoke, tobacco or any other product, that is lit and/or inhaled in any number of forms including, but not limited to, cigarettes, cigars and pipes or any other object which produces smoke. Smoking shall be prohibited in dwelling units as well as throughout the entire development, including but not limited to, hallways, stairways, foyers, common rooms and facilities, decks, patios, exterior landings, front steps, entrance ways, roof tops, fire escapes, basements, storage areas, parking areas, driveways, walkways, lawns, gardens, playgrounds, adjoining grounds, building facilities and any other areas of the development. Furthermore, no tenant shall cause nor permit the creation of any smoke to enter the neighboring units of the development or any other areas of the development.

### **EFFECT OF BREACH:**

A material breach of the Smoke Free House Rule may subject the tenant to eviction due to material non-compliance with the House Rules.

**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 the Tenant's health or of the smoke-free condition of the Tenants 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 dependant in significant part on compliance by all Tenants, all Tenant's guests, household members and invitees. Landlord 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 other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free of secondhand smoke.

Resident's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner/Agent signature: \_\_\_\_\_ Date: \_\_\_\_\_

