

SMOKING POLICY DISCLOSURE ADDENDUM - OREGON

PARTIES	
Property Name:	Date:
Property Address:	Unit #:
Owner/Agent (Landlord):	
Resident(s):	

This shall constitute an Addendum to that Rental Agreement entered into by and between the Parties of like date. Where the terms or conditions of this Addendum vary or contradict any terms or conditions of the parties' Rental Agreement, this Addendum shall control. A breach of this Addendum shall give each party all the rights contained herein, as well as the rights in the Rental Agreement. In case of a conflict between terms of the rental agreement and this addendum, the terms of this addendum shall control.

The terms "smoke" and "smoking," when used herein, includes, without limitation, inhaling, exhaling, breathing, holding, possessing, and/or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.

Landlord hereby discloses to Residents, and Residents hereby acknowledge receipt of disclosure of, the following policies regarding smoking (check applicable boxes):

The entire property is smoke free and subject to the following terms and conditions:

1. Purpose of No-Smoking Policy. The parties desire to mitigate (i) the increased maintenance, cleaning and redecorating costs from smoking (ii) the increased risk of fire from smoking; and (iii) the higher costs of fire insurance for a non-smoke free building.

2. Smoke-Free Property. Resident agrees and acknowledges that the premises to be occupied by Resident and members of resident's household, including without limitation any patios, porches, balconies, yards, storage facilities and/or parking facilities, have been designated as a smoke-free living environment. Resident and members of Resident's household shall not smoke anywhere in, on, adjacent to, or near the premises rented by Resident, and/or in any common areas (including, without limitation, any patios, porches, balconies, yards, storage facilities and/or parking facilities recreational facilities and/or offices), nor shall Resident permit any guest or visitor under the control or Resident do so.

3. Resident to Promote No-Smoking Policy and to Alert Landlord of Violations. Resident shall inform Resident's guests of the no-smoking policy. Further, Resident shall promptly give Landlord written statement of any incident where they have knowledge of the policy being violated.

4. Landlord to Promote No-Smoking Policy. Landlord may post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places "in close proximity to" the smoke-free building. However, any failure to post signs, and/or any subsequent removal of damage of/to any signs, whether by Landlord or third parties, shall not constitute a breach hereof, and shall not modify, impair or reduce Resident's obligations to comply with this Addendum.

Only the following portions of the property are smoke free:

The premises occupied by Residents, including, without limitation, any apartment or dwelling unit, and any patios, porches, balconies, yards, storage facilities or common areas within 25 feet of any apartment or dwelling unit.

Other (Describe): _____

Smoking is permitted in the following areas:

The premises occupied by Residents, excluding any adjacent/adjoining patios, porches, balconies, yards and/or storage facilities.

The premises occupied by Residents, including any adjacent/adjoining patios, porches, balconies, yards and/or storage facilities.

Anywhere

Other (Describe): _____

() **Common Terms:** The following terms and conditions shall apply to all Residents, regardless of the above described smoking policy(ies):

1. Landlord Not a Guarantor of Smoke-Free Environment. Resident acknowledges that any adoption of any rules regarding smoke-free living environment, and any efforts to designate the Premises as smoke-free, do not make the Landlord or any of its agents the guarantor of Resident's health or of the smoke-free condition of the Resident's Apartment, Premises, and/or any common areas. However, Landlord shall use its best efforts to enforce any applicable smoke-free terms of its Rental Agreements. Landlord is not required to take steps in response to smoking unless Landlord has actual knowledge of said smoking or has been given written notice of said smoking.

2. Other Residents are Third-Party Beneficiaries of Resident's Agreement. Resident agrees that the other Residents of the Premises are the third-party beneficiaries of any applicable smoke free rules. (In layman's terms, this means that Resident's commitments in the Addendum are made to the other Residents as well as to the Landlord). Although a Resident may seek an injunction against another Resident to prohibit smoking or for damages, a Resident does not have the right to evict another Resident. Any action between Residents shall not create any presumption that the Landlord breached this Addendum.

3. Material Breach. A material breach of this Addendum by Resident, and/or guests within Resident's control, shall be grounds for immediate termination of the Rental Agreement by the Landlord. Resident shall be responsible for all damages and costs associated with termination of the Rental Agreement due to material breach. Notwithstanding any smoking policy(ies) contained herein, Resident agrees that any damages or cleaning due to smoking or smoke-related damages required to bring the unit back to a rentable condition do not constitute ordinary or reasonable wear and tear and the Resident shall be liable for the costs thereof.

4. Disclaimer by Landlord. Resident acknowledges that any adoption of a smoke-free living rules, and any efforts to designate the Premises as smoke-free does not in any way change the standard of care that the Landlord or managing agent would have to a Resident's household to render any buildings and/or premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, Premises, or Resident's Apartment will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warrant or promise that the Premises or Apartment will be free from second-hand smoke, and failure of the Landlord to enforce the provisions in this addendum shall not in any way be construed as a default by the Landlord of its obligations under the Rental Agreement and shall not give rise to any reduction in the rent amount of any unit. Resident acknowledges the Landlord's ability to police, monitor, or enforce this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any of the other Landlord's obligations under the Rental Agreement.

ACKNOWLEDGEMENTS

I have read and agree to the above Terms and Conditions.

Resident (print): _____ Signature: _____ Date: _____

Resident (print): _____ Signature: _____ Date: _____

Landlord (print): _____ Signature: _____ Date: _____