



# Multi-Unit Housing Model Smoke-Free Lease Addendum

## Purpose

Tenant and all members of the Tenant's family or household are parties to a written lease with Landlord (the Lease). This Addendum states the following additional terms, conditions, and rules which are hereby incorporated into the Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

The parties desire to mitigate:

1. Irritation and known health effects of secondhand smoke
2. Increased maintenance, cleaning, and redecorating costs from smoking
3. Increased risk of fire from smoking
4. Higher costs of fire insurance for a non-smoke-free building

## Definitions

1. Smoke or Smoking: inhaling, exhaling, burning, operating, or carrying any Tobacco Product (lighted or heated) containing, made, or derived from nicotine, tobacco, or other plant, whether natural or synthetic, that is intended for inhalation. Smoke or Smoking also includes carrying or using an electronic smoking device.
2. Tobacco Product: any product made or derived from tobacco or that contains nicotine, whether natural or synthetic, that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including but not limited to: cigarettes; electronic smoking devices; cigars; little cigars; snuff; snus; bidis; dip; chewing tobacco; and other kinds and forms of tobacco. Tobacco Product also includes vapor products. Tobacco Product does not include traditional tobacco.
3. Electronic Smoking Device: any device containing or delivering nicotine, or any other substance, whether natural or synthetic, intended for human consumption through the inhalation of aerosol or vapor from the product. Electronic smoking device includes, but is not limited to, devices manufactured, marketed, or sold as e-cigarettes, e-cigars, e-pipes, vape pens, mods, tank systems, or under any other product name or descriptor. Electronic smoking device includes any component part of a product, whether or not



marketed or sold separately, including but not limited to e-liquids, e-juice, cartridges, or pods.

4. Traditional Tobacco (Čanśaśa): The cuttings or shavings of plants in their natural form including but not limited to red willow bark, sage, and sweet grass. Traditional tobacco has no additives and is used for medicinal purposes, ceremony, prayer, and social gatherings.
5. [Facility] Property: includes, but is not limited to [locations].

*\*Definitions found in this policy closely resemble the [South Dakota State Law](#).*

## Policy

1. 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.
2. Tenant, members of Tenant's household, and any guests under control of the Tenant will not smoke anywhere, including but not limited to:
  - a. In the unit rented by Tenant, including any associated balconies, decks, or patios; b) In the common areas of the property, lobbies, hallways, stairwells, elevators, laundry rooms, community rooms, community bathrooms, or offices; or c) On the outdoor grounds of the property, including, but not limited to, entryways, parking lots, playgrounds, pool areas, walking paths, or sitting areas
  - b. Including those locations as mentioned prior, tenants, visitors, staff, contractors, and employees are prohibited from smoking within 25 feet of the facilities listed above
3. Business staff, visitors, contractors, and employees are to adhere to the policy listed above. Violation of no-smoking policy shall be considered as breach of contract, and possible termination of employment.

## Traditional Tobacco Use

In respect for the traditional use of tobacco by American Indian people, traditional tobacco use will be the exclusive exception to this policy. A person may possess or provide traditional tobacco, related devices, or lighters to any other person as part of an Indigenous practice or a lawfully recognized religious, spiritual, or cultural ceremony or practice.

## Dissemination

The Landlord shall post clear and visible no-smoking signage at all building entrances, exits, common areas, hallways, and other locations adjacent to the grounds of the apartment complex. In addition to physical signage, the Landlord shall provide written notice of any



changes to the smoke-free policy to all Tenants. This includes both an email notification and a printed copy delivered to each Tenant's residence.

The smoke-free policy and any related addendums shall be reviewed with the Tenant at the time of lease signing or renewal to ensure understanding and compliance. Tenants are responsible for informing their guests of the smoke-free policy and ensuring that all visitors adhere to it while on the premises.

## Enforcement

### Tenant to Alert Landlord of Violations

Tenant shall promptly give the Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside the Tenant's apartment unit.

### Landlord Not a Guarantor of Smoke-Free Environment

1. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas.
2. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free.
3. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.

### Other Tenants are Third-Party Beneficiaries of Tenant's Agreement

1. Tenant agrees that other Tenants of the rental community are third-party beneficiaries of Tenant's smoke-free Lease Addendum with Landlord. A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages but does not have the right to evict another Tenant. Any lawsuit between Tenants does not create a presumption that the Landlord breached this Lease Addendum

### Effect of Breach and Right to Terminate Lease

1. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.
2. The first infraction shall result in a verbal warning and reminder of the smoke-free policy.
3. Subsequent infractions shall result in increasing notices and provisions of cessation resources, prior to notice of eviction.
  - a. The second infraction shall result in a verbal warning and provision of smoking cessation resources and materials.



- b. The third infraction shall result in a notice to vacate with an option to remedy/cure, and provision of smoking cessation resources and materials.
- c. The fourth infraction may result in a 10-day notice to vacate without the option to remedy or cure

## Disclaimer by Landlord

Tenant acknowledges that Landlord's adoption of a smoke-free living environment and the efforts to designate the rental complex as smoke-free do not in any way change the standard of care that the Landlord 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. 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 any other rental property.

Landlord cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreement 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 put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other Landlord obligation under the Lease.

## Effect on Current Tenants

Tenant acknowledges that current tenants residing in the complex under a prior lease will not be immediately subject to the No-Smoking Policy. As current tenants move out or enter into new leases, the smoke-free policy will become effective for their unit or new lease.

## Effective Date

The Addendum set forth above is effective [date] for [housing name and location] and was last updated [date].

