

## **Rental Addendum Prohibiting Smoking**

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This Addendum prohibiting Smoking (this "Addendum") is an amendment to the Rental Agreement dated June 08, 2017 by and between Elsie R Cruz ("Landlord") and Charles F Carlson ("Tenant") for the premises located at 2190 Beechwood Avenue, Lutsen, MN 55612 (the "Premises").

- 1. Purpose of No-Smoking Policy.** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free residence.
  
- 2. Voluntary.** Tenant understands that they are under no legal obligation to consent to this Addendum.
  
- 3. Definitions.** With respect to definitions:
  - a. **"Cannabis"** means the following:
    - i. marijuana, hashish and other substances which are identified as including any parts of the plant Cannabis Sativa, whether growing or not
    - ii. the seeds of the plant Cannabis Sativa, the resin extracted from any part of such plant;
    - iii. any compound, manufacture, salt, derivative, mixture, or preparation of such plant, its seeds, or resin, including tetrahydrocannabinol (THC) and all other cannabinol derivatives, and
    - iv. includes all naturally occurring or synthetically produced ingredients derived from the plant Cannabis Sativa, whether produced directly or indirectly by extraction, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis;
    - v. but Cannabis does not mean the mature stalks of such plant known as industrial hemp or hemp, fiber produced from such stalks, oil or cake made from the seeds of such plant, any other compound, manufacture, salt, derivative, mixture, or preparation of such mature stalks (except the resin extracted therefrom), fiber, oil or cake, or the sterilized seed of such plant which is incapable of germination.
  
  - b. **"Drug-related illegal activity"** means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802]) or possession of drug paraphernalia.
  
  - c. **"Electronic cigarette"** means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as she or he simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.
  
  - d. **"Guests"** means any other person subject to the control of the Tenant or present by invitation or permission of the Tenant.
  
  - e. **"Smoke" or "Smoking"** means and include inhaling, exhaling, or breathing upon burning or carrying any lighted or heated smoking equipment or product for tobacco, nicotine, cannabis, or any other plant or product used for personal habit commonly known as smoking, including but not limited to cigars,

cigarettes, other tobacco products, other plant products, or any other federally prohibited drug in any manner or in any form. Smoking also includes use of an electronic cigarette or vaporizer.

- 4. Smoking Prohibited.** Tenant understands that smoking of any combustible material in or on the leased premises is prohibited. Tenants understands that failure to comply with the no-smoking policy constitutes a breach of a material term of the Rental Agreement and may be cause for ending tenancy.
- 5. Smoking Areas.** Smoking is permitted within the following area(s) only:
  - NONE
- 6. Use of Tobacco.** Tenant understands and voluntarily agrees that the smoking or use of tobacco in any form and at any time is not allowed on or near the Premises in accordance with this Addendum.
- 7. Use of Cannabis.** Tenant understands and voluntarily agrees that the smoking or use of cannabis in any form and at any time is not allowed on or near the Premises in accordance with this Addendum.
- 8. Use of Federally Prohibited Drugs.** Tenant understands and voluntarily agrees that the smoking or use of any federally prohibited drug in any form and at any time is not allowed on or near the Premises in accordance with this Addendum.
- 9. Use of Medical Marijuana.** The use of medical cannabis by a person for whom using medical cannabis is not a crime under state law shall constitute smoking in a unit of a multi-unit residence.
- 10. Responsible for Guests.** It is a violation of this Addendum for the Tenant or guests to engage in smoking or any drug-related illegal activity on or near the Premises. If Tenant and/or guests engage in such activities, Landlord will deem this Addendum to be violated and Tenant will be subject to charges, damages, and eviction.
- 11. Cultivation of Cannabis.** Medical or recreational marijuana may not be grown on the premises by the Tenant or guest.
- 12. Cost to Repair Damages.** Tenant will pay all costs to repair, clean or replace any damage to the Premises caused by Tenant's prohibited smoking or use of tobacco, cannabis, and any other federally prohibited drug in any form. Such property damages includes but is not limited to carpets, floors, tiles, walls, ceilings, doors, screens, windows, blinds, and drapes.
- 13. Indemnification.** Tenant will indemnify, hold harmless, and defend Landlord against any and all liabilities, judgments, actions, suits, costs, expenses, losses, or claims by third parties for injury to a person or damage to property caused by Tenant's smoking or use of tobacco, cannabis, and any other federally prohibited drug in any form.
- 14. Cooperation.** Tenant agrees to immediately and permanently stop smoking or stop the use of tobacco, cannabis, and any other federally prohibited drug in any form upon Landlord's written demand if Landlord determines Tenant has violated any provision in this Addendum.
- 15. Termination of Rental Agreement.** Landlord may terminate the Rental Agreement if Tenant and/or guests engage in such prohibited activities described in this Addendum.

**16. Security Deposit.** Tenant agrees to forfeit their security deposit if there is any evidence of smoking or use of tobacco, or cannabis, and any other federally prohibited drug in any form on the Premises.

**17. Effect on Current Tenants.** Since the building is transitioning to a smoke-free residence and the transition has not been completed, Tenant acknowledges that current tenants residing in the complex under a prior lease will not be immediately subject to the smoke-free policy. As current tenants move out, or enter into new leases, the smoke-free policy will become effective for their new unit or lease.

**18. Disclaimer.** Tenant acknowledges that Landlords' 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 Landlord 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 improve air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlords' 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 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/Rental Agreement.

**19. Merger.** By agreeing to this Addendum, the parties intend to incorporate this agreement into the Rental Agreement with the full force and effect as the terms enumerated in the initial Rental Agreement. Except as set forth in this Addendum, all other terms and conditions of the Rental Agreement remain unchanged and shall continue in full force and effect.

By signing below, the undersigned parties acknowledge that they have read, understood, and agreed to this Addendum.

### Signatures

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

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## GENERAL INSTRUCTIONS

### WHAT IS A SMOKING ADDENDUM?

A Smoking Addendum is an additional document added to an existing lease or rental agreement. Once signed, the Addendum is incorporated into the original agreement.

The Landlord should consider a Smoking Addendum if the current lease or rental agreement is quiet about whether smoking is allowed on the Premises. Even if the lease or rental agreement has already been signed, a Landlord may still later ask Tenants to sign a Smoking Addendum if they are particularly concerned about their Tenants smoking cigarettes, cigars, or cannabis (marijuana).

A Smoking Addendum is commonly used when a Landlord's original Lease or Rental Agreement failed to address the issue of smoking or the Landlord is concerned about the Tenant's recent use of the Premises.

### WHEN IS IT NEEDED?

Here is a list of just a few reasons why a Landlord should ask a Tenant to sign an addendum prohibiting smoking of tobacco and cannabis:

- Newly renovated Premises
- Furnished apartment may get damaged
- Tenant only verbally promised to not smoke
- Fellow tenants in the building express concern
- State recently legalized marijuana
- State is considering marijuana ballot initiatives
- State allows medical and/or recreational use of marijuana

### WHAT SHOULD BE INCLUDED?

A simple Smoking Addendum will identify the following basic elements:

**Original Lease or Rental Agreement:** refer to the existing agreement which was created between Landlord and Tenant. The date and name of the Lease or Rental Agreement should be clearly stated.

**Premises:** confirm the address the Landlord has rented to the Tenant to make their place of residence and whether smoking of tobacco or marijuana is allowed in the premises or not.

**Guests:** clarify whether or not the smoking or no smoking policy applies to both the Tenant and their guests. Some Landlords may allow the Tenants to smoke, but choose to draw a line at allowing people they do not know to smoke in their house.

**Liability:** state that the Tenant will defend the Landlord if any injuries occur because Tenant violates the Addendum and smokes or uses any substances prohibited by the agreement.

**Security Deposit:** explain that the Tenant will lose their security deposit if any evidence of smoking of tobacco or cannabis, or any other illicit substances in any form are found in the leased or rented premises.

**Signatures:** both Landlord and Tenant should sign and date the Addendum.

### OTHER NAMES

- Addendum Prohibiting Smoking
- Lease Addendum Prohibiting Smoking
- Marijuana Addendum
- Smoke Free Addendum
- Smoke Free Lease Addendum
- Smoking Lease Addendum