

SMOKING POLICY ADDENDUM

ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

Name of Tenant(s): _____

Address of Premises: _____

(Street) (City, State, Zip)

This Addendum contains terms, conditions, and rules related to Landlord's smoking policy and are incorporated into Tenant's Residential Rental Agreement and any other rental documents.

If there is any conflict between the terms and conditions of this Addendum and those contained in the Residential Rental Agreement, the terms and conditions of this Addendum shall be controlling.

(Check One)

☐ **Smoking is strictly prohibited on the Premises.** This includes, but is not limited to, the rental unit, balcony and/or patio, common areas, laundry, office, garage, the entire building, and the grounds on which the building is located.

☐ **Smoking is allowed on the Premises but only in the following location(s):** _____

If smoke enters the building or otherwise interferes with the health, safety or well-being of others or interferes with the quiet use and enjoyment of the Premises by other tenants, Landlord reserves the right to modify the location(s) where smoking is permitted.

The term "smoking" includes the inhalation, exhalation, breathing, burning or carrying of any lighted or heated cigar, cigarette, pipe, or other tobacco product or plant product in any manner or in any form. Smoking also includes the use of electronic cigarettes or any similar electronic device that provides vapor of liquid nicotine and/or other substances to the user.

Tenant acknowledges that Landlord's adoption of this smoking policy does not make Landlord or its agents the guarantor of Tenant's health or the health of Tenant's family members, guests, invitees, and/or others under Tenant's control. Landlord will take reasonable steps to enforce the smoking policy but does not guarantee the smoke-free condition of the premises. Landlord cannot enforce the smoking policy unless Landlord has firsthand knowledge of a violation or has received a written notice of a violation.

Failure to follow the smoking policy constitutes a material breach of Tenant's Residential Rental Agreement and may result in the termination of tenancy and eviction pursuant to Wis. Stat. ch. 799. Tenant is responsible for the conduct of any and all family members, guests, invitees, and/or others under Tenant's control with regard to the smoking policy.

Tenant understands that other tenants who have entered into a rental agreement prior to the implementation of the smoking policy will not be immediately subject to the policy. Current tenants are exempt from the smoking policy for the remainder of their existing rental agreement. As current tenants vacate or sign new rental agreements, the smoking policy will apply to them.

Tenant is responsible for the repair, replacement, and/or cleaning of any and all smoke-related damage to the Premises resulting from his/her smoking, the smoking of Tenant's family members, guests, invitees, and/or others under Tenant's control. Smoke-related damage includes, but is not limited to, odors and staining.

_____	_____	_____	_____
Tenant Signature	Date	Tenant Signature	Date
_____	_____	_____	_____
Tenant Signature	Date	Tenant Signature	Date

When to Use: This form should be used when a Landlord wants to prohibit smoking anywhere on the rental premises or to restrict smoking to a specific location(s) on the rental premises.