HearthStone
234 Spielman Hwy
Burlington, CT 06013

Non-Smoking Lease Addendum

Resident and all members of the resident's family or household are parties to a written lease with Property Manager/Owner. This addendum states the following additional terms, conditions, and rules that are incorporated into the Lease. A breach of the Lease Addendum shall give each party all the rights contained herein, as well as the rights provided for in the Lease.

1. **Purpose of Non-Smoking Housing**: The parties' desire to mitigate (i) the irritation and known health effects caused by secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the cost of fire insurance for a non-smoke-free building.
2. **Definition of Smoking**: "Smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other smoking device for burning tobacco or any other substance.
3. **Non-Smoking Complex**: Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident's household have been designated as a non-smoking living environment. Resident and members of Resident's household shall not smoke anywhere in the unit rented by Resident, or in any of the common areas (or adjoining grounds, terraces, balconies, or other parts of the residential community), nor shall Resident permit any guest or visitors under the control of Resident to do so. All grounds and community areas are non-smoking. This includes (but is not limited to) the walkways, parking lots, driveways, lawn areas, patios and porches. If your car is on the property, then it is still on a non-smoking area. If you are going to use your car to smoke, please do it off the grounds
4. **Resident to Promote Non-Smoking Policy and Alert Landlord of Violations**: Resident shall inform Resident's guests of the non-smoking policy. Further, Resident shall promptly give Property Manager/Owner written statement of any incident where secondhand smoke is migrating into the Resident's unit from sources within the building.
5. **Property Manager/Owner is Not a Guarantor of a Smoke-Free Environment**: Resident acknowledges that Property Manager/Owner's adoption of a non-smoking living environment, and the efforts to designate the residential building/complex as non-smoking, do not make the Property Manager/Owner or any of its managing agents the guarantor of Resident's health or of the smoke-free condition of the Resident's unit and the common areas. However, Property Manager/Owner shall take reasonable measures to enforce the non-smoking terms of its leases and to make the building/complex, grounds non-smoking. Property Manager/Owner is not required to take steps in response to smoking unless Property Manager/Owner knows of said smoking or has been given written notice of said smoking.

6. **Other Residents are Third-Party Beneficiaries of Resident's Agreement**: Resident agrees that the other Residents at the complex are the third-party beneficiaries of Resident's non-smoking addendum agreement with Property Manager/Owner. A Resident may sue another Resident for an injunction to prohibit smoking or for damages, but does not have the right to evict another Resident. Any suit between Residents herein shall not create a presumption that the Property Manager/Owner breached this Addendum.
7. **Effect of Breach and Right to Terminate Lease**: A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights provided for in the Lease. A material breach of this Addendum by the Resident shall be a material breach of the Lease and grounds for termination of the Lease by the Property Manager/Owner.
8. **Disclaimer by Property Manager/Owner**: Resident acknowledges that Property Manager/Owner's adoption of a non-smoking living environment, and the efforts to designate the residential complex as smoke-free, does not in any way change the standard of care that the Property Manager/Owner would have to a Resident household to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Property Manager/Owner specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other residential property. Property Manager/Owner cannot and does not warranty or promise that the premises or common areas will be free from secondhand smoke. Resident acknowledges that Property Manager/Owner's ability to police, monitor, or enforce the agreements of the 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 the Property Manager/Owner does not assume any higher duty of care to enforce this Addendum than any other Property Manager/Owner obligation under the Lease. **PROPETY MANAGER/OWNER/STAFF/AGENTS CANNOT BE HELD LIABILE IN ANY WAY IF THERE IS SMOKING ANYWHERE ON THE PROPERTY, INDOORS OR OUTDOORS BY ANY OF THE RESIDENTS, RESIDENT'S GUESTS, VISITORS, MAINTANCE CREWS, LANDSCAPERS, OR ANY OTHER PERSONS THAT ENTER THE PROPERTY.**

Resident-Print and Sign Date	Resident- Print and Sign Date
Resident- Print and Sign Date	Resident- Print and Sign Date

Property Manager/Owner- Print and Sign Date