

5. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement. Landlord and Resident agree that the other Tenants at the complex are the third-party beneficiaries this Addendum. Therefore, Tenant's commitments in this Addendum are made to the other Tenants as well as to 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 suit between Tenants herein shall not create a presumption that the Landlord breached this Addendum.

6. 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 in the Lease. A material breach of this Addendum shall be a material breach of the lease and grounds for immediate termination of the Lease by the Landlord.

7. 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, does 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 warranty 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 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.

8. 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.

A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

The undersigned Resident(s) acknowledges having read and understood the foregoing, and receipt of an original copy.

Resident

Date

Resident

Date

Owner/Agent

Date

