

NO SMOKING POLICY

This policy is an addendum to and forms part of the Lease.

1. **Definitions:** Smoking shall include the inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco, marijuana, cannabis, or other substance, and the use of any electronic or battery-operated device that can be used to deliver vapor through vaporization of any liquid or solid.
2. **No Smoking Explained:** No Tenant and no occupants shall smoke on or about the Premises. Tenant shall not allow invitees or guests to smoke in, on, or about the Premises. Smoking is prohibited throughout the entire building and grounds, including but not limited to inside all bedrooms, living rooms, hallways, stairways, foyers, common areas, decks, patios, exterior landings, front steps, entrance ways, roof tops, fire escapes, basements, storage areas, parking areas, driveways, walkways, lawns, gardens, adjoining grounds, and building facilities.
4. **Compliance:** Tenant shall inform invitees and guests of the no smoking rule. Tenant shall promptly give Landlord notice of any incident of smoking or migrating secondhand smoke.
5. **No Guarantor:** Tenant acknowledges the following:
 - a. That the implementation and/or enforcement of the no-smoking rule shall not make the Landlord a guarantor of Tenant's health;
 - b. The implementation and enforcement of the no-smoking rule shall not, in any way, change the warranty of habitability, the covenant of quiet enjoyment, or other duty of care owed to the Tenant;
 - c. Landlord's ability to police, monitor, or enforce the no-smoking rule is dependent in significant part on compliance by Tenant;
 - d. 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.
 - e. Landlord cannot and does not warranty or promise that the Premises will be free from secondhand smoke during implementation and enforcement efforts by Landlord or based on the migration of secondhand smoke originating from areas located off of the Premises.