



APARTMENT ASSOCIATION  
OF NEW MEXICO

# NON-SMOKING ADDENDUM

Resident(s): \_\_\_\_\_

Owner/Agent: \_\_\_\_\_

Leased Premises: \_\_\_\_\_ Unit #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Due to a desire to maintain a healthy environment in and around the Premises, as well as limit the increased maintenance and cleaning costs caused by nicotine/aerosol smoke, Resident and Owner/Agent agree to incorporate this Non-Smoking, No Vaping Addendum ("Addendum") into the rental agreement ("Rental Agreement") currently in existence or renewed on this day between Resident and Owner/Agent.

**DEFINITION OF SMOKING:** Smoking for the purposes of this Addendum, includes: The inhalation of, exhalation of, carrying or possession of any lighted/burning nicotine product, including, but not limited to, cigarettes, pipes, cigars, e-cigarettes or other devices that hold nicotine or aerosol products.

**LIMITATIONS ON SMOKING:** Smoking and/or E-Cigarette Vaping is limited or prohibited per this Addendum in the Premises as follows (Check the one that applies):

Smoking/Vaping is prohibited everywhere in the complex in which the Premises is located, including, but not limited to, all common areas, elevators, offices, stairwells, all residential units, patios, porches, entryways, and adjoining grounds of the complex.

Smoking/Vaping is prohibited in all areas of the complex, including all rental units, except the following designated areas of the complex where smoking is allowed:

**RESPONSIBILITY OF RESIDENT:** Resident acknowledges and agrees to comply with the rules regarding smoking in this Non-Smoking/No-Vaping Addendum and agrees to notify any occupants, guests or visitors of Resident, including service personnel, of these rules. Resident understands that he/she is responsible for ensuring compliance of these non-smoking and non-vaping rules by Resident's occupants, visitors and guests. Resident understands that Owner/Agent's ability to enforce these non-smoking and no-vaping rules are dependent on Resident's compliance and assistance.

**NOTIFICATION OF VIOLATIONS:** Resident agrees to notify Owner/Agent in writing, signed and dated if he/she witnesses any violation of this Non-Smoking and No-Vaping Addendum by any other individuals, Residents or guests on the Premises.

**SIGNS:** (fill-out if applicable) Signs regarding the no-smoking policy stated in this Addendum are posted in the community as follows:

**DISCLAIMER/NON-GUARANTEE OF SMOKE-FREE ENVIRONMENT:** Owner/Agent and Resident agree that the no-smoking policy stated in this Non-Smoking/No-Vaping Addendum is not intended to be and will not be established as any guarantee by Owner/Agent to Resident, guests or individuals on Premises of any air quality standard or reduced health risks. The adoption of this no-smoking/no-vaping policy and any enforcement hereof shall not in any way change or increase Owner/Agent's responsibilities under the Uniform Owner-Resident Relations Act, including but not limited to, any increase in liability regarding a warranty of habitability, quiet enjoyment or any other duty of care that may or may not be owed to Resident, guests, invitees or individuals on the Premises. Owner/Agent expressly denies/disclaims any implied or express warranties that any area of the Premises, complex or surrounding areas will have improved air quality, increased health benefits or decreased second hand smoke risks. There are no guarantees of reduction of second hand smoke or other health benefits from the enforcement or application of this policy.

**ENFORCEMENT:** Owner/Agent will enforce the no-smoking policy stated in this Addendum to the best of its ability when Owner/Agent has been actually notified of a violation of this policy, via written notice, signed and dated.

**EFFECT OF BREACH OF NO-SMOKING RULE:** If Resident breaches the no-smoking/no-vaping policy contained in this Addendum, Owner/Agent has the right to issue notice of termination of tenancy on these grounds alone. A violation of this no smoking policy and this Addendum will be considered a substantial and material breach of Resident's lease or Rental Agreement. In addition, Resident will be responsible for all costs associated with the removal of damage relating to smoke odor or residue.

By signing below, Resident acknowledges that it is a material breach of the Rental Agreement to violate any of the above- stated rules regarding smoking while on the Premises or in the complex. By signing below, the undersigned Resident(s) agree and acknowledge having read and understood this Addendum.

***This Addendum may be executed in counterparts and facsimile copies of same shall be admissible for all purposes and shall be deemed an original.***

OWNER/AGENT

RESIDENT(s)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date