

Sample Lease Language



To help ease your transition to smokefree properties, sample lease language is available for you to discuss with your legal counsel for possible inclusion in your new or renewal leases.

Include the following in a “Definitions” section:

- Smoking: The term “smoking” means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, or other tobacco product in any manner or in any form. This includes e-cigarettes regardless of nicotine content.
- Include a description of your restrictions, such as the following for a Level 4 policy as described on [pg. 20](#)
- Due to the increased risk of fire, increased maintenance costs, and the known adverse health effects of secondhand smoke, smoking is prohibited in any area of the property, both private and common, whether enclosed or outdoors, within 25 feet of the building(s).
- This policy applies to all owners, tenants, guests, employees, and service persons. Tenants are responsible for ensuring that family members, roommates and guests comply with this rule.
- Depending on the language and standards of your lease, you can adopt a smokefree policy in as little as 30 days.
- If you have a standard lease that provides that changes can be made only at the time of renewal, you must follow this contract stipulation. If you have included in your lease a provision allowing you to amend the lease with as little as 30 days’ notice, you may do so. Remember, smokefree policies are like any other policy change and should be treated the same as if you were amending requirements for policies such as trash disposal, pets or rent payment.
- Residents on month-to-month leases require a 30-day notice before a policy change. The nonsmoking policy can go into effect on the first day of the lease term (the day rent is due), 30 days after the resident has received notice.

Sample lease addendum and policies are included in Appendix C