

NO-SMOKING ADDENDUM

The following addendum is made part of the lease or tenancy at will agreement between the undersigned parties with respect to Apartment _____ (the "Apartment") at _____ (the "The Building").

Tenant shall not smoke, and shall be responsible for preventing smoking by other occupants of the Apartment and by any guests or other persons allowed to visit or have access to the Apartment, anywhere in the Building or elsewhere on Landlord's property, including without limitation the Apartment and any patios, balconies, foyers, hallways, walkways, driveways, parking areas, fire escapes and rooftops. For purposes of this Addendum, the term "smoking" shall refer to the possession of any lighted cigarette, cigar, pipe or similarly-used article, whether or not containing tobacco. Landlord may, if Landlord so elects, designate areas outside the Building where smoking may be allowed subject to such restrictions as Landlord may prescribe. Landlord makes no warranty, representation or other promise that no smoking will occur in the Building. In particular, persons who already reside in the Building may not necessarily be subject to the same restrictions set forth in this Addendum. Any violation by Tenant hereunder shall be deemed a failure to comply with the provisions of the attached lease or tenancy at will agreement, entitling Landlord to pursue all available remedies.

WITNESS the execution hereof under seal this _____ day of _____, 20____.

(Landlord)

(Tenant)

(Landlord)

(Tenant)