**DE-RTG-23** Delaware

## **NO SMOKING ADDENDUM**

TENANT(S):			
ADDRESS:		UN	
CITY:	STATE:	ZIP:	

The parties agree that smoking is not allowed in the dwelling. The parties further agree that smoking is not allowed on the premises, except as provided below. Tenant shall not allow smoking in the dwelling, or except as provided below, anywhere on the premises. Tenant shall notify landlord promptly and, in writing, of any smoking tenant observes in violation of this agreement.

Tenant shall advise household members and visitors of the no smoking policy and will enforce this policy in tenant's dwelling unit. Landlord shall make reasonable efforts to enforce the no smoking restrictions in its lease agreements.

Landlord \_\_\_\_\_ shall \_\_\_\_\_ shall not post signs on the premises advising residents, guests and visitors of the no smoking policy. Landlord does not warrant or guarantee that the dwelling will be free of smoke or second-hand smoke. The parties agree that this agreement does not constitute a warranty of air quality in the dwelling unit or that the air quality in tenant's dwelling unit will be any different than any other rental property.

The parties agree that a violation of this agreement constitutes a material breach of the rental agreement.

The parties agree that smoking is **allowed** only in the following places on the premises:

Tenant Date	Landlord	Date
Tenant Date		
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