



# SMOKE-FREE AGREEMENT 27

Resident(s): \_\_\_\_\_  
 Address: \_\_\_\_\_ Unit: \_\_\_\_\_  
 City: \_\_\_\_\_ Oregon Zip: \_\_\_\_\_  
 Owner/Agent: \_\_\_\_\_

## AGREEMENT

This agreement is made between the Owner/Agent and the Resident identified above.

- 1) Purpose of this Agreement: Both parties benefit from a smoke-free environment. The Owner/Agent expects to see lower maintenance and cleaning costs and a reduced likelihood of fire. The resident expects to be exposed to less smoke, including secondhand smoke.
- 2) Definitions: "Smoking" means inhaling, exhaling, breathing, carrying, or disposing of any lighted cigar, cigarette, or other tobacco or similar substance.
- 3) Agreement: Resident agrees not to allow smoking in the resident's dwelling unit or, except as provided in Section 8 below, anywhere on the premises. Except as provided in Section 8 below, Owner/Agent agrees to prohibit smoking in the common areas, including the grounds.
- 4) Resident duties: Resident will tell household members and visitors of this no smoking policy. Resident will enforce this policy in the Resident's residence and on household members and visitors elsewhere on the premises. Resident will report to Owner/Agent in writing any incident of smoke migrating into Resident's residence or any observed violation of the no smoking policy.
- 5) Owner/Agent's duties: Owner/Agent will post no-smoking signs around the premises so that residents, guests, and visitors will be warned that smoking is prohibited on the premises.
- 6) No warranty: Owner/Agent does not warrant the premises will be free of smoke or second-hand smoke. Owner/Agent does not warrant that air quality in the dwelling unit will be higher than in any other rental property. Owner/Agent is not a guarantor of Resident's health.
- 7) Material breach: A violation of this agreement by the Resident is a material violation of the rental agreement and constitutes cause for termination under ORS 90.392.
- 8) Areas where smoking is allowed: \_\_\_\_\_
- 9) Other: \_\_\_\_\_

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

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident