

# SMOKING POLICY

\_\_\_\_\_

TENANT(S): \_\_\_\_\_

ADDRESS: \_\_\_\_\_ UNIT: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Smoking is:  Allowed  Not Allowed  Not Allowed in the Dwelling  
 Allowed only in designated areas**

1. This policy is an addendum to the rental agreement. A breach of this policy by tenant(s) is a material breach of the rental agreement and may subject tenant to termination under ORS 90.392.

2. For purposes of this policy, smoking is defined as inhaling, exhaling, breathing, carrying, or disposing of any lighted cigar, cigarette, or other tobacco product.

3. Tenant(s) agree that smoking is only permitted as detailed above and agree to conduct themselves and their guests in a manner consistent with the above limitations. Tenant(s) agree to notify all household members and guests of the above-smoking policy.

4. If the policy stated above limits smoking only to designated areas of the property, landlord shall post signs in the common areas of the property restricting smoking to such designated areas.

5. Landlord does not warrant the premises will be free of smoke or second-hand smoke, nor does landlord warrant that the air quality in the premises will be different than any other surrounding area as a result of this smoking policy.

6. If smoking is allowed only in designated areas, those areas are identified as follows:

\_\_\_\_\_

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date