



Desert Shadows Apartments

4112 Loop 306 San Angelo, TX 76904
(325) 942-7561

Smoke Free Lease Addendum

- 1. Purpose of Smoke-Free Housing:** The parties desire to mitigate (1) the irritation and known health effects caused by secondhand smoke; (2) the maintenance, cleaning, and redecorating costs attributable to smoking; (3) and the increased risk of fire from smoking.
- 2. Definition of Smoking:** “Smoking” means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other lighted smoking device for burning tobacco or any other plant or substance. This includes the use of any water pipes (hookahs) or Electronic nicotine delivery systems “ENDS” (E-Cigarettes).
- 3. Smoke-Free Residential Units:** Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident’s household have been designated as a smoke-free living environment. Resident, members of Resident’s household and guests shall not smoke anywhere in the unit rented by Resident. Resident, members of Resident’s household and guests may smoke on patios, porches, or anywhere outdoors excluding common areas. Common areas include, but are not limited to, the Desert Shadows office, pool area, mailbox area, laundry room, and picnic areas. Residents must not smoke within 15 feet of common areas or other tenant’s entry doors.
- 4. Desert Shadows (DS) to Promote No Smoking Policy:** DS Staff shall post no smoking signs at entrances and exits.
- 5. DS Not a Guarantor of Smoke Free Environment:** Resident acknowledges that DS’s adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke free, do not make DS or any of its managing agents the guarantor of Resident’s health or of the smoke-free condition of the Resident’s unit and the common areas. However, DS shall take reasonable steps to enforce the smoke-free terms of its Leases and to make Resident units smoke free.
- 6. Effect of Breach and Right to Enforce Lease:** A breach of this Addendum shall give each party all the rights contained herein, as well as the rights provided for in the Lease. A material breach of this Addendum by the Resident shall be a material breach of the Lease and grounds for, but not limited to, lease violations, 3 day notice to vacate and/or immediate termination of the Lease by DS. Resident will also be financially responsible for bringing the unit back to rentable condition. DS acknowledges that in declaring Resident Units to be smoke-free, the failure to respond by DS to a complaint filed by the Resident shall be treated as equivalent to failure to respond to a request for maintenance.
- 7. Disclaimer by DS:** Resident acknowledges that DS’s adoption of a smoke-free living environment, and the efforts to designate Resident Units as smoke-free, does not in any way change the standard of care that DS would have to a Resident household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. DS specifically disclaims any implied or express warranties that the Resident’s premises will have any higher or improved air quality standards than any other rental property. DS cannot and does not warranty or promise that the rental premises will be free from secondhand smoke. Resident acknowledges that DS’s ability to police, monitor, or enforce the agreements of the Addendum is dependent in significant part on voluntary compliance by Resident and Resident’s guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that DS does not assume any higher duty of care to enforce this Lease Addendum than any other DS obligation under the Lease.
- 8. Grandfathering Current Residents:** Resident acknowledges that current residents residing in a DS unit under a prior Lease will not be immediately subject to the entire smoke-free policies. As current residents renew their lease, the entire smoke-free policy will become effective for their unit. As new residents move in, they will automatically be subject to the Smoke-Free Addendum. Current Residents must not smoke in common areas as outlined in section 3 above, at any time.