

Tenant(s): _____
Tenant(s): _____ **et al (and all others)**
Address: _____ **Unit:** _____
City: _____, **OREGON** **Zip:** _____

1) Purpose of this Agreement: Both parties benefit from a Smoke/Vape-free environment. The Owner/Agent expects lower maintenance and cleaning costs and a reduced likelihood of fire. The Tenant(s) expects to be exposed to less smoke or vapor, including secondhand smoke or vapor.

2) Definitions: "Smoking/Vaping" means inhaling, exhaling, breathing, carrying, or disposing of any lighted cigar, cigarette, or other tobacco product or similar substance, including marijuana.

3) Agreement: Tenant(s) agrees to prohibit Smoking/Vaping in the Tenant's Dwelling Unit or, except as provided in Section 9 below, anywhere on the premises. Except as provided in Section 9 below, Owner/Agent agrees to prohibit Smoking/Vaping in the common areas, including the grounds. Tenant(s) further agree(s) to properly dispose of Smoking/Vaping waste in a safe and reasonable manner.

4) Tenant's Duties: Tenant(s) will inform Household Members and Visitors of this No Smoking/Vaping Policy. Tenant(s) will enforce this policy in the Tenant's residence and on Household Members and Visitors elsewhere on the premises. Tenant(s) will report to Owner/Agent in writing any incident of smoke or vapor migrating into Tenant's residence or any observed violation of the No Smoking/Vaping Policy.

5) Owner/Agent's Duties: Owner/Agent may post No Smoking/Vaping signs around the premises so that Tenants, 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/vapor or second-hand smoke/vapor. 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 Tenant's health.

7) Material Breach: A violation of this Agreement by the Tenant(s) is a Material Violation of the Rental Agreement and constitutes cause for termination under **ORS 90.392**.

8) Noncompliance Fees: Owner/Agent may charge a Noncompliance Fee of \$250 for subsequent violations of this Agreement that occur 24 hours after the issuance of a Written Warning Notice as allowed by **ORS 90.302**, for smoking or vaping in a clearly designated Non-Smoking/Vaping Unit or area of the premises.

9) Areas Where Smoking/Vaping is Allowed: _____

Tenant	Date
Tenant	Date
Tenant	Date
Owner/Agent	Date

Tenant	Date
Tenant	Date
Tenant	Date
Owner/Agent	Date



SAMPLE

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