

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 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 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 8 below, Owner/Agent agrees to prohibit Smoking/Vaping in the common areas, including the grounds. Tenant(s) further agree to properly dispose of Smoking/Vaping waste in a safe and reasonable manner.
- 4) **Tenant's duties:** Tenant will inform household members and visitors of this No Smoking/Vaping Policy. Tenant 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 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/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 is a material violation of the rental agreement and constitutes cause for termination under ORS 90.392.
- 8) **Non-compliance fees:** Owner/Agent may charge a non-compliance 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

