

# INSTRUCTION SHEET (Form 34.0)

## Smoking Policy Addendum

### Purpose:

CAA's Rental/Lease Agreement prohibits smoking of tobacco products on the entire property. This form can be used to set a smoking policy that allows/prohibits smoking in some or all areas. This form also addresses responsibilities and liability with respect to smoking on the property. It can also be used to comply with certain local ordinances that require use of an addendum. Please consult with your local association about the requirements of local ordinances.

A Notice of Change of Terms of Tenancy is required to apply this policy to existing month-to-month Residents. See CAA Form 5.0 - Notice of Changes of Terms of Tenancy (Other Than Monthly Rent). The policy cannot be implemented for Residents on a fixed term lease until the lease is renewed.

### Preparation of the Form:

1. Insert a page number in the upper right hand corner, if this form is attached to the Rental/Lease Agreement
2. Fill in the location of the rental unit, including unit number and zip code.
3. The Owner/Agent should check one of three options, as appropriate.

**Option one** should be checked if you allow smoking everywhere on the property or if you allow it most places. If you allow it everywhere, write N/A for not applicable in the space for exceptions. If you allow it most places, specify the locations in which smoking is not allowed.

Select **option two** if smoking is prohibited on the entire property.

If you select **option three**, list the areas where smoking is permitted. For example: in Resident's unit, on brick patio in back yard, in any outdoor area, except around the swimming pool, at least twenty feet from any entrance or window, in building "A", on the third floor, etc.

### Pitfalls and Precautionary Notes:

1. While it is lawful to prohibit smoking on the property, refusing to rent to smokers may constitute unlawful, arbitrary discrimination.
2. This form has been prepared by the California Apartment Association to help members comply with applicable California and Federal law. The California Apartment Association, its local Chapters, and Divisions do not make any representation or warranty about the legal sufficiency or effect of this form. Consult with an attorney if you require assistance in completing the form or to determine if use of the form is appropriate or changes to the form are necessary in any particular situation.
3. The California Apartment Association does not sanction any CAA form that has been altered or changed in any way.

