

Schedule "D"
Keuka Shores Luxury Townhomes
Smoke-Free Lease Addendum

Resident and all members of Resident's family or household are parties to a written lease with the Landlord (the Lease). This addendum states the following terms, conditions and rules that are hereby incorporated into the Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

- 1. Purpose of No Smoking Policy** The parties desire to mitigate the (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.
- 2. Definition of Smoking** The term "smoking" means inhaling, exhaling, vaping or carrying any lighted cigar, cigarette including e-cigarettes or other tobacco product or similar lighted product in any manner or in any form.
- 3. Smoke-Free Complex** 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. Residents and members of Resident's household shall not smoke anywhere in the unit rented by the Resident or on the grounds, nor shall Resident permit any guest or visitor under control of Resident to do so.
- 4. Resident to Promote No-Smoking Policy and Alert Landlord of Violations** Resident shall inform Resident's guest of the no-smoking policy. Furthermore, Resident shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Resident unit from sources outside of the Resident's unit.
- 5. Landlord to Promote No-Smoking Policy** Landlord shall post No-Smoking Signs at all entrances and exits of the community and all marketing materials of the property.
- 6. Landlord Not a Guarantor of Smoke-Free Environment** Resident acknowledges that Landlord's adoption of a smoke-free living environment and the effect to designate the rental complex as smoke-free do not make the Landlord or any of its managing agents the guarantor of Resident's health or of the reasonable steps to enforce the smoke-free terms of its leases and to make the Townhome Community smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.
- 7. Other Residents are Third Party Beneficiaries of Resident's Agreement** Resident agrees the other Residents at the Townhome Community are third party beneficiaries of Resident's smoke free addendum agreements with Landlord, (in layman's terms, this means that Resident's commitments in the Addendum are made to the other Residents as well as to the Landlord) A Resident may sue another Resident for an injunction to prohibit smoking or for damages but does not have the right to evict another Resident. Any suit between Residents herein shall not create a presumption that the Landlord breached this Addendum.
- 8. Effect of Breach and Right to Terminate Lease** A breach of this Lease Addendum shall give each party all rights contained herein, as well as the breach of the lease and grounds for immediate termination of the Lease by the Landlord.

9. Disclaimer by Landlord Resident acknowledges that Landlord's adoption of a smoke-free living environment and the efforts to designate the rental townhome complex as smoke-free does not in any way change the standard of care that the Landlord or managing agent 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 property. Landlord cannot and does not warranty or promise that the rental premise or common areas will be free from secondhand smoke. Resident acknowledges that Landlord's ability to police, monitor or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests. Resident with respiratory ailments, allergies or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other Landlord obligation under the Lease.

Print Name

Tenant Signature

Date

Print Name

Tenant Signature

Date

Keuka Shores, LLC's Representative Signature
(Landlord)

Date