

**LEASE ADDENDUM PROHIBITING SMOKING**

1. The parties to this Lease Addendum are as follows: \_\_\_\_\_ (“Landlord”) and \_\_\_\_\_ (“Tenant”).

2. Tenant voluntarily agrees to the following: Smoking is prohibited in Tenant’s unit and all common areas of the multi-unit residence. It is a violation for Tenant, or any other person subject to the control of the Tenant or present by invitation or permission of the Tenant, to engage in smoking in the Tenant’s unit or any common area of the multi-unit residence. This smoking prohibition is a material term of the Lease/Rental Agreement, and breach of a material term by the Tenant may constitute “just cause” for eviction under the Berkeley Rent Stabilization and Eviction for Just Cause Ordinance. (Berkeley Municipal Code Section 13.76.130.)

For purposes of this Lease Addendum, the terms “smoke”, “unit”, “common area”, and “multi-unit residence” are as defined in the Berkeley Municipal Code, Chapter 12.70.

***[Include the following clause unless smoking of medical marijuana is separately prohibited under another term of the Lease.]*** The use of medical cannabis by a person for whom using medical cannabis is not a crime under California law shall not constitute smoking in a unit of a multi-unit residence.

3. By agreeing to this Lease Addendum, the parties intend to incorporate this agreement into the lease with the full force and effect as the terms enumerated in the parties’ initial Lease/Rental Agreement.

4. Tenant acknowledges that he/she is under no legal obligation to consent to this Lease Addendum but is agreeing to it voluntarily.

5. In all other respects, the terms of the original agreement shall remain in effect.

By signing below, the undersigned parties acknowledge that they have read, understood, and agree to this Lease Addendum.

Dated: \_\_\_\_\_  
\_\_\_\_\_ Tenant

Dated: \_\_\_\_\_  
\_\_\_\_\_ Tenant

Dated: \_\_\_\_\_  
\_\_\_\_\_ Tenant

Dated: \_\_\_\_\_  
\_\_\_\_\_ Landlord