



UNITED COMMUNITY
CHURCH

**Marijuana (Cannabis) Policy
Lease Addendum**

Tenant and all members of tenant's family or household are parties to a written lease with landlord. This lease addendum states the following terms, conditions and rules which 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 the Marijuana (Cannabis) Policy.** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke and odor; (ii) the increased maintenance, cleaning, and redecorating costs from smoking and cultivation; (iii) the increased risk of fire from smoking and cultivation; and (iv) the growing or cultivation of marijuana and/or cannabis plants.

- 2. Definitions:**

Smoking. The term smoking means the use of any or all tobacco or smoking products is defined as all nicotine, tobacco-derived or containing products, and plant based products including, but not limited to, cigarettes (e.g., clove, bidis, kreteks), electronic cigarettes (vapes) and electronic juices containing nicotine, cigars and cigarillos, hookah-smoked products, and oral tobacco (spit and spit-less, smokeless, chew, snuff) and/or any other drug substance or paraphernalia including the use of lighted marijuana (recreational and/or medical) and/or cannabis derived substances is strictly prohibited.

Cultivation: The term cultivation means the growth or act of growing marijuana (recreational and/or medical) and/or cannabis. Cultivation also covers all stages of growth beginning with the germination process which is where the seeds sprout and the root emerges until the plants are ready to be harvested.

- 3. No-Smoking or Cultivating Complex.** Tenant agrees and acknowledges that the premises to be occupied by tenant and members of tenant's household have been designated as a no-smoking or cultivating living environment. Tenant and members of tenant's household shall not smoke or cultivate anywhere in the unit rented by tenant, or the building where the tenant's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community nor shall tenant permit any guests or visitors under the control of tenant to do so unless given written permission by the landlord to do so.

- 4. Determining Tenant Violation of No Smoking Policy.** Examples of violations include, but are not limited to:

- Staff witnesses a tenant, tenant's guest, family member, or service provider smoking in non-smoking areas under tenant's control.

- Staff witnesses a lighted smoking product in an ashtray or other receptacle in non-smoking areas under tenant's control.
- Damages to the interior of the property (i.e. carpets, countertops) that are the result of burns caused by smoking products and/or debris and stains from cultivation.
- Evidence of smoking in a unit includes, but is not limited to, cigarette or other smoking product smells, smoke clogged filters, ashes, smoke film including smoke damage to walls.
- Repeated reports to staff of violations of this policy by third parties.

5. Tenant to Promote No-Smoking and Cultivation Policies and to Alert Landlord of Violations. Tenant shall inform tenant's guests of the no-smoking policy. Further, tenant shall promptly give landlord a written statement of any incident where tobacco smoke is migrating into the tenant's unit from sources outside the tenant's apartment unit.

6. Landlord to Promote No-Smoking Policy. Landlord shall post no-smoking signs in conspicuous places on the grounds of the apartment complex.

7. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement. Tenant agrees that the other tenants at the complex are third-party beneficiaries of tenant's no-smoking lease addendum with Landlord. A tenant may bring legal action against another tenant related to the no-smoking lease addendum, but a tenant does not have the right to evict another tenant. Any legal action between tenants related to this no-smoking lease addendum shall not create a presumption that the landlord breached this no-smoking lease addendum.

8. Effect of Breach and Right to Terminate Lease. A breach of this lease addendum shall give each party all the rights contained herein, as well as the rights in the lease. A material breach of this lease addendum shall be considered a material breach of the lease and grounds for enforcement actions, including eviction, by the landlord. A waiver of the lease requirement of no-smoking can only be made in writing.

The enforcement steps are as follows:

1. First violation: Tenant shall receive a verbal warning
2. Second violation: Tenant shall receive a written warning
3. Third Violation: Tenant shall be considered in default under the terms of the residential lease agreement

9. Disclaimer by Landlord. Tenant acknowledges that landlord's adoption of a no-smoking and no cultivation policy and the efforts to designate the rental complex as no-smoking and cultivation do not in any way change the standard of care that the landlord or managing agent would have to a tenant household to render buildings and premises designated as no-smoking and cultivating any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke or cannabis odors. Tenant acknowledges that landlord's ability to police, monitor, or enforce the agreements of this lease addendum is dependent in significant part on voluntary compliance by tenant and tenant's guests. Landlord shall take reasonable steps to enforce the no-

smoking policy. Landlord is not required to take steps in response to smoking unless landlord knows of said smoking or cultivation or has been given written notice of said smoking or cultivation. Tenants 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 lease addendum than any other landlord obligation under the Lease. Tenant also acknowledges landlord is in legal rights to ban cultivation of marijuana in lease agreements. (18 V.S.A. §4230a(b)(2)(E)).

10. Effect on Current Tenants. Tenant acknowledges that current tenants residing in the complex under a prior lease will not be immediately subject to the no-smoking Policy. As current tenants move out, or enter into new leases, the no-smoking policy will become effective for their unit or under the new lease.

	LANDLORD
SIGNATURE:	
PRINTED NAME:	
DATE:	

	TENANT
SIGNATURE:	
PRINTED NAME:	
DATE:	