



**Thank You for choosing a Hillco Property as your next residence.**

**This is a Smoke Free property and our approval of your lease is conditioned upon your compliance with the attached Smoke-Free requirements.**

**Please sign and return a copy of this rider to:**

Hillco Realty Management  
Post Office Box 608  
Highland Park, IL 60035

**A signed copy of the attached rider is required before apartment keys are provided.**

**Best Regards,**

**Hillco Realty Management**

## SMOKE-FREE LEASE RIDER

This Smoke-Free Lease Rider is entered into on \_\_\_\_\_, 20 \_\_\_\_ for the Premises known as unit \_\_\_\_\_ located at \_\_\_\_\_ and shall supersede conflicting terms of any Apartment Lease or other agreement, oral or written, by and between Hillco Realty Management, Inc., (Landlord) and the undersigned Initial Tenant.

**1. Purpose of No-Smoking Policy.** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; and (iii) the increased risk of fire from smoking.

**2. Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.

**3. Smoke-Free Building.** Tenant agrees and acknowledges that the Apartment to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the Apartment rented by Tenant, or in the building in which the Apartment is a part, or in any of the common areas or adjoining grounds of such building, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

**4. Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations.** Tenant shall inform Tenant's guests of the no-smoking policy and shall be responsible for guests compliance. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into Tenant's unit from outside of the Apartment.

**5. Landlord Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to convert the building over time to smoke-free do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smokefree condition of the Apartment and the building. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases. Landlord is not required to take steps in response to smoking unless Landlord is put on actual notice of the presence of tobacco smoke, via agent, personal knowledge, and/or written notice by a Tenant.

**6. Effect of Breach and Right to Terminate Lease.** Tenant acknowledges and agrees that not smoking in the Apartment and in other areas of the building is OF THE ESSENCE to this Lease, and Tenant covenants and agrees to take all measures necessary, at its own cost and expense, to minimize all such objectionable conduct, including but not limited to restraining members of Tenant's household and Tenant's guests and visitors from smoking in the Apartment, or in the building in which the Apartment is a part, or in any of the common areas or adjoining grounds of such building. Tenant agrees that any breach of this covenant and agreement shall be a material breach of this Lease.

**7. Effect on Current Tenants.** Tenant acknowledges that current tenants residing in the building under an existing lease will not be immediately subject to this smoke free lease rider. As current tenants move out, or enter into new leases, the smoke-free lease rider will become effective for their unit or new lease as permitted by law.

**TENANT:**

\_\_\_\_\_  
(TENANT)

\_\_\_\_\_  
(NEW TENANT)

**LANDLORD:**

Hillco Realty Management, Inc.  
Post Office Box 608  
Highland Park, IL 60035  
Phone: (847) 831-1045  
Fax: (847) 631-0768  
Info@HillcoRealty.Com

\_\_\_\_\_  
(LANDLORD)