

**RiverPlace No Smoking Policy**  
**Effective Date: May 1, 2013, amended February 6, 2019**

Pursuant to Title 14 M.R.S.A. §6030-E, Landlord hereby notifies Resident that as of the above-listed Effective Date, Landlord's smoking policy for all Apartments and all Buildings and all interior and exterior common areas located at the property known as RiverPlace, South Portland, Maine (described in the Lease as the "Complex") is as follows:

1. Rationale: Due to the increased risk of fire and the known adverse health effects of secondhand smoke, smoking is prohibited in any area of the property, both private and common, whether enclosed or outdoors. This policy applies to all owners, tenants, guests, employees, and service persons.
2. "Smoking" is defined herein as: The term "smoking" shall include the inhaling, exhaling, burning, or carrying of any lighted cigarette, cigar or other tobacco product, marijuana, or illegal substance, in any manner or in any form. This definition of smoking also includes all electronic smoking devices.
3. Smoking is prohibited in all enclosed areas at the Complex, including but not limited to the interior of all buildings, the clubhouse, all common areas, individual apartments, hallways, stairs, elevators, restrooms, garages, carports and any other enclosed areas. Smoking is also prohibited inside personal vehicles parked on Complex grounds.
4. Except as indicated below, smoking is also prohibited in all outdoor areas at the Complex, including but not limited to individual Apartment balconies, decks and patios, and all exterior common areas.
5. Notwithstanding the foregoing, smoking shall be permitted exclusively in the exterior designated smoking area provided next to the trash compactor behind Building 15 at the Complex. This is an area that is physically accessible to all Residents and located a reasonable distance from any apartment to ensure that smoke does not enter any of the Buildings. All smoking materials must be fully extinguished and disposed of appropriately in the provided receptacles.
6. Notwithstanding anything to the contrary contained in this No Smoking Policy:
  - a. any Resident holding a valid, current medical prescription for marijuana may smoke marijuana in his/her Apartment in addition to the designated smoking area described above, so long as such Resident takes reasonable measures to minimize the infiltration of smoke and related odors into other apartments and common areas at the Complex;
  - b. possession, smoking or any use by Resident or any other persons of marijuana without a medical prescription, is strictly prohibited at the Complex; and
  - c. cultivation of marijuana, with or without a medical prescription, is strictly prohibited at the Complex.
7. Resident shall strictly adhere to the terms and conditions of this No Smoking Policy and agrees to be responsible for enforcing this Policy with all of Resident's guests, invitees, visitors, servicepersons, contractors, agents and employees.

The communication and implementation of this Policy shall be as follows:

- i. RiverPlace personnel, vendors, and guests.
- ii. Applicants, New Residents, and Existing Residents – The Policy shall be effective immediately. Prior to approving an application and prior to signing a lease with a new resident, the prospective resident shall be informed of this policy and agree to abide by it.
- iii. Failure to abide by this policy will be subject to penalty as outlined in the lease agreement.

By signing below, in addition to agreeing to abide by the No Smoking Policy set forth above, Resident acknowledges that he/she/they has/have read and understand(s)said Policy and has/have received a copy of the same.

**Applicant:** \_\_\_\_\_ Date: \_\_\_\_\_  
Name:

**Applicant:** \_\_\_\_\_ Date: \_\_\_\_\_  
Name: