

SMOKE DETECTOR ADDENDUM

NOTICE THIS DOCUMENT PLACES A DUTY UPON THE RESIDENT TO REGULARLY TEST THE SMOKE DETECTOR(S) AND REPORT ALL MALFUNCTIONS TO OWNER OR MANAGEMENT AGENT IN WRITING.

THIS ADDENDUM dated _____
Will become a part of the original lease or rental agreement dated _____
Between _____, Lessor or Agent,
and _____, Lessee/Resident,
for the residence located at (NUMBER, BUILDING) _____
(STREET ADDRESS, CITY, AND STATE) _____
known as (NAME OF BUILDING OR PROPERTY) _____

1. *Smoke Detector:* You acknowledge that as of this date, the Residence is equipped with one or more smoke detectors; that you have inspected the smoke detector(s); and that you find it/them to be in proper working conditions.
2. *Repair:* You agree that it is your duty to regularly test the smoke detector(s) and agree to notify property manager immediately in writing of any problem, defect, malfunction or failure of the smoke detector(s). Within 7 days of receipt of such written notification, management shall repair or replace the smoke detector(s), assuming the availability of labor and materials.
3. *Maintenance:* (A) You agree to replace the smoke detector(s) battery, if any, at anytime the existing battery becomes unserviceable. (B) If after replacing the battery, the smoke detector will not operate, you must inform management immediately in writing of any deficiencies.
4. *Replacement:* You agree to reimburse management, upon request, for the cost of a new smoke detector and the installation there of in the event the existing smoke detector(s) becomes damaged by you or your guests or invitees.
5. *Disclaimer:* YOU ACKNOWLEDGE AND AGREE THAT OWNER OR AGENT IS NOT THE OPERATOR, MANUFACTURER, DISTRIBUTOR, RETAILER OR SUPPLIER OF THE SMOKE DETECTOR(S). YOU ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ALL RISK AND HAZARDS ATTRIBUTABLE TO, CONNECTED WITH OR IN ANY WAY RELATED TO THE OPERATION, MALFUNCTION OR FAILURE OF THE SMOKE DETECTOR(S), REGARDLESS OF WHETHER SUCH MALFUNCTION OR FAILURE IS ATTRIBUTABLE TO, CONNECTED WITH, OR IN ANY RELATED TO THE USE, OPERATION, MANUFACTURE, DISTRIBUTION, REPAIR, SERVICING OR INSTALLATION OF SAID SMOKE DETECTOR(S). NO REPRESENTATION, WARRANTIES, UNDERTAKING OR PROMISES, WHETHER ORAL OR IMPLIED, OR OTHERWISE, HAVE BEEN MADE BY OWNER, ITS AGENTS OR EMPLOYEES TO YOU REGARDING SAID SMOKE DETECTOR(S), OR THE ALLEGED PERFORMANCE OF THE SAME. OWNER OR AGENT NEITHER MAKES NOR ADOPTS ANY WARRANTY OF ANY NATURE REGARDING SAID SMOKE DETECTOR(S) INCLUDING EXPRESSED OR IMPLIED WARRANTIES. OWNER OR AGENT SHALL NOT BE LIABLE FOR DAMAGES, LOSSES AND/OR INJURIES TO PERSON(S) OR PROPERTY CAUSED BY (1) YOUR FAILURE TO REGULARLY TEST THE SMOKE DETECTOR(S); (2) YOUR FAILURE TO NOTIFY OWNER OF ANY PROBLEM, DEFECT, MALFUNCTION, OR FAILURE OF THE SMOKE DETECTOR(S); (3) THEFT OF THE SMOKE DETECTOR(S) OR ITS SERVICEABLE BATTERY; AND/OR (4) FALSE ALARMS PRODUCED BY THE SMOKE DETECTOR(S).
6. *Entire Agreement:* The parties acknowledge that this written addendum is the entire agreement of the parties relative to the smoke detector(s) in the above referenced residence. Any agreement that in any way varies the terms of this Addendum shall be unenforceable and completely void unless such agreement is in writing and signed by both parties.
7. *Term:* The term of this Addendum shall be the same term as lease renewal or extension of rental agreement.
8. *Acknowledgement:* I acknowledge I have read this addendum and it places a duty upon me to regularly test the smoke detector(s) and report all malfunctions of the same to lessor or agent in writing.

SIGNED this _____ day of (MONTH, YEAR) _____

Lessee/Resident(s)

Lessor/Management

