



SMOKE DETECTOR ADDENDUM

(Becomes a part of Lease Agreement)

Date: _____
(when form filled out)

1. **DWELLING UNIT DESCRIPTION**

Apt. No. _____ Apartment Community _____ Street Address if house, duplex, etc. _____

LEASE DESCRIPTION

Date of Lease _____ Owner/Lessor _____
Residents (List all residents) _____
Such Lease will be referred to in this Smoke Detector Addendum as the "Lease".

2. The resident acknowledges that a UL listed smoke detector has been installed in their apartment. Residents will test the smoke detector and determine that it is operating upon move in. Resident agrees to inspect and test the smoke detector once each month. Resident shall not tamper with, remove, or replace any parts or equipment of the smoke detector except "dead" or missing batteries, if applicable. The resident will notify owner or owner's agent of an inoperative smoke detector by certified letter. Owners will not be responsible or liable for replacing or repairing an inoperable smoke detector until after resident properly delivers such written notice. Owner may charge resident a service charge if the service call results from resident's failure to replace dead or missing batteries if applicable, tampering or interfering with, or damaging any components of the smoke detector. Resident shall be liable for immediately paying the cost of repairing any damage caused to the smoke detector by resident's negligence or misconduct.

3. Owners shall not be responsible for any injury or damage to persons or property occurring in the premises that in any manner arises from resident's failure to test, inspect or maintain the smoke detector as provided by this addendum or from resident's failure to comply with the Columbus City Code 4529.11; and resident shall indemnify owner from such damage or liability.

4. Any cost of replacing the smoke detector, or its batteries if applicable after resident vacates the premises may, at the owner's option, be deducted from resident's security deposit.

5. **IN THE CASE OF BATTERY OPERATED SMOKE DETECTORS, THE FOLLOWING ADDITION APPIES:** Resident is responsible for replacing "dead" batteries with the battery types specified in the smoke detector instructions throughout the lease term. If the smoke detector will not operate after resident replaces the batteries, the resident will promptly notify owner or owner's agent by certified mail, pursuant to Columbus City Code 4529.11 (B).

6. **SPECIAL PROVISIONS.**

7. **VIOLATION OF RULES.** If any rule or provision of this Smoke Detector Addendum is violated by residents or residents' guest or occupants, owner shall have all other rights and remedies set forth in paragraph 18 of the CAA/CBA Standardized Lease, including damages, eviction and/or attorney's fee.

8. **MULTIPLE RESIDENTS.** Each resident who signed the Lease shall sign this Smoke Detector Addendum. Residents and residents' guests or occupants shall abide by all smoke detector rules. Each resident shall be jointly and severally liable for damages and all other obligations set forth herein.

Residents are entitled to a copy of this Smoke Detector Addendum when fully signed.

THIS IS A BINDING LEGAL DOCUMENT-READ CAREFULLY BEFORE SIGNING

Resident or Residents

Owner or Owner's Representative

