

# SMOKE DETECTOR AGREEMENT

This AGREEMENT shall become a part of the Lease or Rental Agreement.

1. **SMOKE DETECTORS.** You acknowledge that as of this date, Owner or Owner's Agent has advised you to IMMEDIATELY TEST your smoke detector(s). If you have hardwired AC detectors, you will test them immediately upon having the electricity activated. Unless otherwise noted on this form, the smoke detector(s) are considered to be in good working condition. **IF A SMOKE DETECTOR IS NOT WORKING, SUBMIT A SERVICE REQUEST WITH THIS FORM IMMEDIATELY.**
  
2. **REPAIR.** You agree that it is your duty and responsibility to regularly test and clean the smoke detector(s). Within seven (7) days of receipt of written notification from the tenant to the Owner/Property Manager, the Owner/Property Manager shall repair or replace the smoke detector(s), assuming the timely availability of labor and materials.
  
3. **MAINTENANCE.** You agree to replace smoke detector's battery or batteries, if any, at any time the existing battery (or batteries) no longer functions or becomes unserviceable. Owner/Property Manager is NOT responsible for the initial battery or battery condition.
  
4. **REPLACEMENT.** You agree to reimburse the Owner/Property Manager, upon request, for the cost of a new smoke detector, and the installation thereof, in the event any existing smoke detector is damaged by you or your guests.
  
5. **DISCLAIMER:**
  - a. You acknowledge and agree that the Owner/Property Manager is not the operator, manufacturer, distributor, or retailer of the smoke detector(s); that 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 way related to, the use, operation, manufacture, distribution, repair, servicing, or installation of said smoke detector(s).
  - b. No representations, warranties, undertakings, or promises, whether oral or implied, or otherwise, have been made by Owner, his/her Agents or employees to you regarding the smoke detector(s), or the alleged performance of same. Neither Owner, nor his/her Agents make warranty of any nature regarding said smoke detector(s) and expressly disclaim all warranties of fitness for a particular purpose, of habitability, or any and all other expressed or implied warranties. Owner and his/her Agents shall not be liable for damages or losses to person(s) caused by (1) YOUR FAILURE TO REGULARLY TEST THE SMOKE DETECTOR(S); (2) YOUR FAILURE TO NOTIFY OWNER/PROPERTY MANAGER 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 FALSE ALARMS PRODUCED BY THE SMOKE DETECTOR(S).
  
6. **ENTIRE AGREEMENT.** The parties acknowledge that this written agreement is the entire agreement of the parties relative to the smoke detector(s). 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. The term of this attachment shall be the same as the term of the lease agreement, lease extension, or lease renewal.

**Initials of Residents** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_