

## Smoke-Free Policy

<b>HOH</b>	<b>Development:</b>	<b>Client #:</b>
<b>Address (Apartment)</b>		<b>Date:</b>

This lease addendum (Addendum) entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (Resident), and the Lee County Housing Authority (LCHA) amends the Lease Agreement entered into between the parties, at the above Apartment, whether one or more as party to the Lease, hereby agrees that Resident, Resident’s household members, and guests shall abide by the following:

1. **Purpose of Smoke Free Policy.** The parties desire to mitigate (i) the increased maintenance, cleaning and redecorating costs from smoking and (ii) the increased risk of fire from smoking.
  
2. **Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, tobacco product, or similar lighted product in any manner or in any form.
  
3. **Smoke Free Building.** Resident agrees and acknowledges that the Apartment to be occupied by Resident, members of Resident's household, or any guests has been designated as a smoke -free living environment. Resident, members of Resident's household or guests shall not smoke anywhere inside the Apartment rented by Resident. Outdoor balconies attached to the Apartment shall be excluded from the above and shall not be deemed to be inside the Apartment.
  
4. **Residents to Promote Non-Smoking .** Resident shall inform Resident's household and guests of the Smoke Free Policy.

5. **LCHA to Promote Smoke Free Policy.** LCHA shall post non-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places "in close proximity to" the smoke free building.

6. **LCHA Not a Guarantor of Smoke Free Environment.** Resident acknowledges the LCHA's adoption of a smoke-free living environment, and the efforts to designate the apartments as smoke-free. However, this Addendum does not make the LCHA or any of its managing agents the guarantor of Resident's health or of the smoke free condition of Resident's Apartment and Development. LCHA shall use its best efforts to enforce the Smoke Free Policy. LCHA is not required to take steps in response to the Smoke Free Policy unless LCHA has actual knowledge of said smoking or has been given written notice of said smoking.

7. **Material Breach.** A material breach of this Addendum shall be a material breach of the Lease and grounds for immediate termination of the Lease by the LCHA per Section 26 Termination of Lease a, b, d, g, h, i and j. Resident shall be responsible for all damages and costs associated with termination of Lease due to material breach.

8. **Disclaimer by LCHA.** Resident acknowledges the LCHAs adoption of a smoke free living environment, and the efforts to designate the Development as smoke free does not in any way change the standard of care the LCHA or managing agent would have to a resident, resident's household, or guests to render apartments and the Development any safer, habitable, or improved in terms of air quality standards. LCHA specifically disclaims any implied or express warranties that the building, Development or Resident's Apartment will have any higher or improved air quality standards than any other rental property. LCHA cannot and does not warrant or promise that the Development or Apartment will be free from secondhand smoke. Resident acknowledges that LCHA's ability to police, monitor, or enforce this Addendum is dependent in significant part on voluntary compliance by Resident, other household members and guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that LCHA does not assume any higher duty of care to enforce this Addendum than any of the other of LCHA's obligations under the Lease.

LCHA has adopted a “Smoke Free” Policy for its housing in accordance with the provisions of HUD Notice H2010-21 (September 15, 2010). It has been well established that smoking cessation has demonstrated health benefits, and that second hand smoke represents a serious health risk to non-smokers.

Smoking in dwelling units is strictly prohibited. LCHA reserves the rights including, but not limited to, termination of tenancy through eviction or the imposition of a reasonable charge for cleaning the Apartment where a violation has been found.

Admission and Continued Occupancy Policy (ACOP) amended for January 1, 2013.

I/We have read and understand the above Smoke Free policy and agree to abide by it during my/our tenancy

**SIGNATURE(S):**

**Resident:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Resident:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Resident: \_\_\_\_\_ Date: \_\_\_\_\_

Resident: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
**LCHA Representative** **Date**

08/2012

