

ADDENDUM TO THE LEASE AGREEMENT

NON-SMOKING LEASE ADDENDUM

This Addendum is incorporated into the Lease between the Lebanon Housing Authority (Housing Authority) and Resident:

Name: _____

Address: _____

1. **Purpose of Non-Smoking Policy.** To mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking; (iii) the increased risk of fire from smoking; (iv) the higher costs of fire insurance for a non-smoke-free building, and (v) to comply with HUD regulations.
2. **Definition of Smoking.** The term "smoking" means the ignition and burning, inhaling, exhaling, breathing, any tobacco or hemp product or similar product in any manner or in any form including but not limited to cigarettes, cigars, pipes and water pipes (hookahs), e-cigarettes and vaping.
3. **Non-Smoking Area.** Resident agrees and acknowledges that the designated non-smoking area includes the premises to be occupied by Resident and members of Resident's household and any common areas, including but not limited to sidewalks, community patios and gardens, playgrounds, common hallways, administrative offices, community centers, day care centers, laundry buildings, parking lots and any other area of any building or facility that is accessible to employees, residents and guests and is within 25 feet from any of the above mentioned areas. Resident and members of Resident's household shall not smoke anywhere in said Non-Smoking Area. Nor shall Resident permit any guests or visitors under the control of Resident to smoke in said Non-Smoking Area.
4. **Resident to Promote Non-Smoking Policy and to Alert Landlord of Violations.** Resident shall inform Resident's guests of the non-smoking policy. Further, Resident shall promptly give the housing authority a written statement of any incident where tobacco smoke is migrating into the Resident's unit from sources outside of the Resident's unit.

5. **Housing Authority to Promote Non-Smoking Policy.** The housing authority may, at its discretion, post no-smoking signs at entrances and exits, in common areas, and in conspicuous places adjoining the grounds of the Non-Smoking Area.
6. **Not a Guarantor of Smoke-Free Environment.** Resident acknowledges that the housing authority's adoption of a non-smoking living environment does not make the housing authority or any of its employees the guarantor of Resident's health or of the non-smoking condition of the Resident's unit and the common areas. However, the housing authority shall take reasonable steps to enforce the non-smoking terms of its leases and to make the Non-Smoking Area as smoke-free as is reasonably possible. The housing authority is not required to take steps in response to smoking unless the housing authority knows of said smoking or has been given written notice of said smoking.
7. **Effect of Breach and Right to Terminate Lease.** A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights contained in the Lease. A material or continuing breach of this Addendum shall be a material breach of the Lease and grounds for termination of the Lease by the Landlord. Any resident, including the members of their household, guests, or visitors will be considered in violation of the lease if found smoking in any the housing authority facility or apartment or anywhere on housing authority property that is deemed nonsmoking area. Four (4) violations of this policy per household will be considered to be repeated violation of the material terms of the lease and will be cause for eviction. Violations of this policy will be enforced with the following actions:
 - a. 1st violation - written reprimand and referral to a smoking cessation class
 - b. 2nd violation - notice of lease violation
 - c. 3rd violation - final notice of lease violation and required conference with property manager
 - d. 4th violation - notice of lease termination

A cleaning charge of \$100.00 to \$500.00 (based on bedroom size) may be added to the residents account if damages resulting from smoking are discovered. Damages may include but are not limited to: cigarette butts, smoke odor, or smoke, tar and nicotine residue and burn marks on finished surfaces. This charge will be assessed at move out or when the apartment is scheduled for cycle painting.

8. **Disclaimer by Housing Authority.** Resident acknowledges that the housing authority adoption of a non-smoking living environment, does not in any way change the standard of care that the housing authority would have to a resident household to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality standards than any other rental premises. The housing authority specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any

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higher or improved air quality standards than any other rental property. The housing authority cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that the housing authority ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests, as well as by other residents and guests in other parts of the Non-Smoking Area. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the housing authority does not assume any higher duty of care to enforce this Addendum than any other obligation under the Lease.

As an adult member of this household, I have read this Non-Smoking Lease Addendum as written above and understand its provisions. I agree to abide by these provisions fully, and understand that failure to comply with any part of the above after sufficient notice of the violation shall be cause for termination of my Lease. I have received a copy of this addendum.

RESIDENT(s):

Head of Household (please print) Date

Head of Household (signature) Date

Spouse (signature) Date

Other Adult Member (signature) Date

Other Adult Member (signature) Date

HOUSING AUTHORITY

Property Manager (please print) Date

Property Manager (signature) Date