

Possible Additions to an Owner's House Rules or a PHA's Lease
Addendum

1. Purpose of Smoke-Free Housing: The parties desire to mitigate (i) the irritation and
known health effects caused by secondhand smoke; (ii) the maintenance, cleaning, and
redecorating costs attributable to smoking; (iii) and the increased risk of fire from
smoking.

2. Definition of Smoking: "Smoking" means inhaling, exhaling, burning, or carrying any
lighted cigar, cigarette, pipe, or other lighted smoking device for burning tobacco or any
other plant.

3. Smoke-Free Complex: Resident agrees and acknowledges that the premises to be
occupied by Resident and members of Resident's household have been designated as
a smoke-free living environment. Resident and members of Resident's household shall
not smoke anywhere in the unit rented by Resident, in the building where the Resident's
dwelling is located or in any of the common areas (or adjoining grounds of such building
or other parts of the rental community), nor shall Resident permit any guests or visitors
under the control of Resident to do so.

4. Property Manager/Owner to Promote No Smoking Policy: Property
Manager/Owner shall post no smoking signs at entrances and exits, common areas,
and hallways (and in conspicuous places on the grounds adjoining the apartment
complex).

5. Property Manager/Owner Not a Guarantor of Smoke Free Environment:

Resident acknowledges that Property Manager/Owner's adoption of a smoke-free living
environment, and the efforts to designate the rental complex as smoke free, do not
make the Property Manager/Owner or any of its managing agents the guarantor of
Resident's health or of the smoke-free condition of the Resident's unit and the common
areas. However, Property Manager/Owner shall take reasonable steps to enforce the
smoke-free terms of its Leases/House Rules and to make the (designated areas of the)
complex smoke-free.

Property Manager/Owner is not required to take steps in response to smoking unless
Property Manager/Owner knows of said smoking or has been given a report of said
smoking.

6. Effect of Breach and Right to Terminate Lease: A breach of this Addendum/House
Rules shall give each party all the rights contained herein, as well as the rights provided
for in the Lease. A material breach of this Addendum by the Resident shall be a material

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breach of the Lease and grounds for immediate termination of the Lease by the
Property Manager/Owner.

Property Manager/Owner acknowledges that in declaring this building (or portion of the
building) to be smoke-free, the failure to respond by Property Manager/Owner to a
complaint filed by the Resident shall be treated as equivalent to failure to respond

to a request for maintenance.

**7. Disclaimer by Property Manager/Owner:** Resident acknowledges that Property
Manager/Owner's adoption of a smoke-free living environment, and the efforts to
designate the rental complex as smoke-free, does not in any way change the

standard of care that the Property Manager/Owner would have to a Resident household
to render buildings and premises designated as smoke-free any safer, more habitable,
or improved in terms of air quality standards than any other rental premises. Property
Manager/Owner specifically disclaims any implied or express warranties that the
building, common areas, or Resident's premises will have any higher or improved air
quality standards than any other rental property. Property Manager/Owner cannot and
does not warranty or promise that the rental premises or common areas will be free
from secondhand smoke. Resident acknowledges that Property Manager/Owner's
ability to police, monitor, or enforce the agreements of the Addendum is dependent in
significant part on voluntary compliance by Resident and Resident's guests.

Residents with respiratory ailments, allergies, or any other physical or mental condition
relating to smoke are put on notice that Property Manager/Owner does not assume any
higher duty of care to enforce this Lease Addendum/House Rules than any other
Property Manager/Owner obligation under the Lease.

**8. Grandfathering Current Residents:** Resident acknowledges that current residents
residing in the complex under a prior Lease will not be immediately subject to the
smoke-free policies. As current residents move out, or enter into new Leases, the
smoke-free policy will become effective for their new unit or new Lease.

Resident

Property Manager/Owner

Date

Date

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