

**NON-SMOKING**  
**LEASE ADDENDUM**

The Resident and all members of Resident's family or household are parties to a written Lease. This Addendum states the following additional terms, conditions and rules which are hereby incorporated into the original Lease agreement. A breach of this Lease Addendum shall give each party all the rights and obligations contained herein, as well as the rights and obligations in the Lease.

**Smoke free Housing**

1. **Purpose of Non-Smoking Policy.** The parties desire 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.
2. **Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying or possessing any lighted cigarette, cigar, pipe or other tobacco product or similar lighted product in any manner or in any form.
3. **Non-Smoking Area.** Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident's household and any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevator, within all living units, and **within a specified distance from building(s), as determined by the property manager in consultation with the residents**, including entry ways, porches, balconies and patios that have been designated as a Non-smoking living environment. Resident and members of Resident's household shall not smoke anywhere in said Non-Smoking Area, including in the unit rented by Resident, the building where Resident's dwelling is located, or in any of the common areas or adjoining grounds of such buildings, 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.** Resident shall inform Resident's guests of the non-smoking policy. Residents are encouraged to promptly give Landlord 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. **Landlord to Promote Non-Smoking Policy.** Landlord shall post no-smoking signs at entrances and exits, in common areas, and in conspicuous places adjoining the grounds of the Non-Smoking Area.
6. **Landlord Not a Guarantor of Smoke-Free Environment.** Resident acknowledges that Landlord's adoption of a non-smoking living environment does not make the Landlord or any of its managing agents the guarantor of Resident's health or of the non-smoking condition of the Resident's unit and the common areas. However, Landlord 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. Landlord is not required to take steps in response to smoking unless Landlord 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 and obligations contained herein, as well as the rights and obligations 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. **Tenant acknowledges that the remedy for smoking within the apartment may be the assessment of a charge of up to two hundred-fifty dollars (\$250.00) for each smoking incident, after the first warning. Charges will be used by the RHA towards the costs of refurbishing the apartment.**

**8. Disclaimer by Landlord.** Resident acknowledges that Landlord's adoption of a non-smoking living environment, does not in any way change the standard of care that the Landlord or managing agent 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. Landlord 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. Landlord cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that Landlord's ability to police, monitor, or enforce the agreements of 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 Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease.

**9. Effective Date.** This Smokefree Housing Policy will be effective on October 1, 2013.

**Tenant Acknowledgement:**

**I have read and understand the above no smoking policy/lease addendum and I agree to comply fully with the provisions provided therein.**

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rochester Housing Authority

\_\_\_\_\_  
Date