

HUD SMOKE-FREE LEASE ADDENDUM

Date: _____ Development: _____ Unit #: _____

Head of Household: _____

Date of Move-In: _____ Effective Date: _____

THE FOLLOWING TERMS, CONDITIONS AND RULES ARE HEREBY INCORPORATED INTO THE LEASE FOR THE ABOVE UNIT EFFECTIVE _____ FOR NEW MOVE-INS AND _____ FOR CURRENT RESIDENTS.

- No Smoking Policy.** Due to the increased risk of fire, increased maintenance costs, and health effects of secondhand smoke, the _____, a public housing agency, is adopting the following No-Smoking Policy, which prohibits smoking in any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, hallways, laundry rooms, stairways, offices and elevators, within all living units, and within _____ feet of building(s) including entryways, porches, balconies and patios. This policy applies to all residents, guests, visitors, service personnel and employees.
- Definition.** The term "smoking" means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, other tobacco product or similar product in any manner or in any form.
- The _____ is not a Guarantor of Smoke-Free Environment.** Resident acknowledges that _____'s adoption of a No-Smoking Policy will not make the _____ the guarantor of Resident's health or of the smoke-free condition of the non-smoking portions of the property. However, the _____ will take reasonable steps to enforce the No-Smoking Policy. The _____ is not required to take steps in response to smoking unless the _____ has actual knowledge of the smoking and the identify of the responsible resident.
- Disclaimer.** Resident acknowledges that the _____'s adoption of a non-smoking living environment does not in any way change the standards of care that the _____ has under applicable law to render the property any safer, more habitable or improved in terms of air quality standards than any other rental premises. The _____ specifically disclaims any implied or express warranties that the property will have any higher or improved air quality standards than any other rental property. The _____ cannot and does not warrant or promise that the property will be free from secondhand smoke. Resident acknowledges that _____'s ability to police, monitor or enforce this Addendum is

dependent in significant part on voluntary compliance by Residents and Resident's guests. Residents with respiratory ailments, allergies or other conditions relating to smoke are put on notice that the _____ does not assume any higher duty of care to enforce this Addendum than any other _____ obligation under the rental agreement.

- 5. **Lease Violation.** Residents are responsible for the actions of their household, their guests and visitors. Failure to adhere to any conditions of this Addendum will constitute both material non-compliance with the lease agreement and a serious violation of the lease agreement. In addition, Resident will be responsible for all costs to remove smoke odor or residue upon any violation of this Addendum.

Signature, Head of Household

Date: _____

Other Member of Household

Date: _____

Other Member of Household

Date: _____

Signature, Management Staff

Date: _____