

Robersonville Housing Authority Lease Addendum for Smoke free Housing

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. Robersonville Housing Authority to Promote No Smoking Policy: RHA 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. RHA Not a Guarantor of Smoke Free Environment:

Resident acknowledges that RHA'S adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke free, do not make the RHA 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, RHA 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.

RHA is not required to take steps in response to smoking unless RHA 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

breach of the Lease and grounds for immediate termination of the Lease by the RHA

RHA acknowledges that in declaring this building (or portion of the building) to be smoke-free, the failure to respond by the RHA to a complaint filed by the Resident shall be treated as equivalent to failure to respond to a request for maintenance.

7. Disclaimer by RHA: Resident acknowledges that the RHA'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 RHA 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. RHA 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. RHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that RHA'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 RHA does not assume any higher duty of care to enforce this Lease Addendum/House Rules than any other RHA 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

Date

Jason James Whitfield
Executive Director

Date