

NO SMOKING LEASE ADDENDUM

The following terms, conditions and rules are hereby incorporated into the Rental Agreement for the above unit, effective January 1, 2012.

PURPOSE: Resident acknowledges this policy was developed for the following reasons:

- (1) To protect residents from second hand smoke which is likely to drift from one apartment to another, and cause adverse health outcomes;
- (2) To protect lives and property from fire due to smoking and the use of tobacco products;
- (3) To encourage smoking cessation;
- (4) Eliminate costs associated with smoke damage in apartments.

DEFINITIONS: “Smoking” means engaging in an act that generates Smoke, such as, for example: possessing a lighted pipe, a lighted hookah pipe, a lighted cigar, an operating electronic cigarette or a lighted cigarette of any kind; or lighting or igniting a pipe, a hookah pipe, a cigar, or a cigarette of any kind. The term “Smoke” includes, but is not limited to, tobacco smoke, electronic cigarette vapors, marijuana smoke, and smoking any other products, legal or illegal. “Tobacco Product” means any substance containing tobacco leaf, and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body, but does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence.

NO SMOKING POLICY: Smoking and use of tobacco or other substances shall be prohibited throughout the entire apartment complex, including but not limited to, all living units, hallways, stairways, elevators, foyers, common rooms and facilities, decks, patios, exterior landings, front steps, entrance ways, roof tops, fire escapes, basements, storage areas, parking areas, driveways, walkways, lawns, gardens, adjoining grounds, and building facilities. This policy applies to all residents, guests, visitors, service personnel and employees.

All current residents who smoke will be provided with the opportunity to participate in a smoking cessation program. HASLO will provide information on cessation program accessibility.

NO SMOKING SIGNS: Landlord shall post “No Smoking” signs at the entrance and exits, in common areas, and in conspicuous places on the grounds of the apartment complex.

COMPLIANCE: Landlord shall take reasonable steps to ensure compliance with the terms and provisions of this Addendum. Tenant shall inform Tenant’s guests of the no smoking rule.

Residents agree and acknowledge that the apartment to be occupied by the Residents, and common spaces located in the complex have been designated as No-Smoking under the No-Smoking Policy. Residents shall comply with the No-Smoking Policy.

Residents shall be responsible to inform guests, visitors and/or service personnel of the No-Smoking Policy and shall ensure they comply with this No-Smoking Policy. Residents will be financially responsible for any costs incurred by HASLO due to violation(s) of the No-Smoking Policy by guests, visitors and/or service personnel. Further, Residents shall promptly notify HASLO of any incident of smoking or migrating secondhand smoke.

THIRD-PARTY BENEFICIARIES: Tenants agree that other tenants at the complex are the third party beneficiaries of this No-Smoking Addendum and, accordingly, a tenant has the right to sue another tenant for an injunction to prohibit smoking or for damages. Any exercise of these rights shall not create a presumption that the Landlord breached this Addendum.



DISCLAIMER: Tenant acknowledges the following: a) that the adoption and/or enforcement of the no smoking rule shall not make the Landlord a guarantor of Tenant's health or of the smoke-free condition of the Tenant's apartment and the common areas; b) the adoption and/or enforcement of the no smoking rule shall not, in any way, change the warranty of habitability, the covenant of quiet enjoyment, or other duty of care owed to the Tenant; and c) that Landlord's ability to police, monitor, or enforce the no smoking rule is dependent in significant part on compliance by the Tenant and Tenant's guests. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke.

LEASE VIOLATION: Residents are responsible for the actions of their household, their guests and visitors and/or service personnel. Failure to adhere to any of the conditions of this Addendum will constitute both a material non-compliance with the Lease Agreement and a serious violation of the Lease Agreement.

This No-Smoking Policy will be incorporated into the Lease Agreement. FAILURE TO COMPLY WITH THIS POLICY IS A VIOLATION OF THE LEASE AGREEMENT, AND GROUNDS FOR EVICTION. All Residents will be required to sign this Addendum to the Lease, acknowledging their compliance with this No-Smoking Policy.

In addition to eviction, Residents who violate this policy will be financially responsible for any damage resulting from smoking, such as increased maintenance, cleaning and turnover costs.

TEMPORARY SMOKING EXEMPTION: Current Residents, who are smokers, are granted a temporary exemption from the No-Smoking Policy. Exemptions will only apply to current Residents and not any of their guests, visitors, and/or service personnel. The exemption will only allow Residents to smoke in their own apartment or in designated smoking areas outside the building, if any. Residents understand that if they move to another apartment in the complex, or move out, and then return as a new Resident at a later time, the exemption will be permanently lost. Further, Residents understand that this exemption is temporary and will expire on December 31, 2012. Residents will be required to adhere to the No-Smoking Policy, effective January 1, 2013.

TENANT CERTIFICATION: I have read and understand the above No-Smoking Lease Addendum and Policy and I agree to comply fully with the provisions. I understand that failure to comply may constitute reason for termination of my Lease.

Head of Household

Date

Spouse/Co-Head

Date

Other Adult

Date

Other Adult

Date



Vela Herrera/ Director of Housing Management