Smoke-Free Public Housing 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 is inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, waterpipe or other lighted smoking devices for burning tobacco or any other plant.
- **3. Smoke-Free Development:** As a condition of continued participation in the Public Housing Program, Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, in the building where the Tenant's dwelling is located or in any of the common areas or within 25 feet of the development buildings, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.
- 4. **SLHA to Promote No Smoking Policy:** SLHA shall post no smoking signs at entrances and exits, common areas, and hallways and in conspicuous places on the grounds adjoining the development.
- **5. SLHA Not a Guarantor of Smoke Free Environment:** Tenant acknowledges that SLHA's adoption of a smoke-free living environment, and the efforts to designate the rental development as smoke free, do not make the SLHA or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, SLHA shall take reasonable steps to enforce the smoke-free terms of its Leases and to make the (designated areas of the) development smoke-free.
- **6. Effect of Breach and Right to Terminate Lease** A material breach of this Addendum by the Tenant shall be a material breach of the Lease and grounds for termination of the Lease by the SLHA.
- **7. Disclaimer by SLHA:** SLHA cannot and does not guarantee or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that SLHA's ability to police, monitor, or enforce the agreements of the Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that SLHA does not assume any higher duty of care to enforce this Lease Addendum than any other SLHA obligation under the Lease.

Tenant	Date
SLHA	Date