

The Woodlands Smoke-Free Lease Addendum

Resident and all members of Resident's family or household are parties to a written lease with The Woodlands Eastern Shawnee Independent Living Elders Complex (the Department). This Addendum states the following additional terms, conditions, and rules; which are hereby incorporated into the Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

1. Purpose of Non-Smoking Policy. The parties desire to mitigate: (i) the irritation and known health effects of smoking and secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building;

2. Definition of Smoking. The term “smoking” means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.

3. Smoke-Free Complex. Resident agrees and acknowledges that the Unit to be occupied by Resident and members of Resident's household has been designated as a smoke-free living environment. Resident and members of Resident's household shall not smoke anywhere in the Unit, nor shall Resident permit any guests or visitors under the control of Resident to smoke anywhere in the Unit. Smoking is permitted outside the Unit only.

4. Resident to Promote Non-Smoking Policy and to Alert the Department of Violations. Resident shall inform Resident's guests of the non-smoking policy. Further, Resident shall promptly give the Department 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. Effect of Breach and Right to Terminate Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A \$500.00 fine shall be assessed for the first two violations of this Lease Addendum. A third violation of this Lease Addendum shall be considered a material breach and grounds for immediate termination of the Lease by the Department.

LANDLORD

TENANT

