

SMOKE-FREE LEASE ADDENDUM

Housing Authority of the City of Lumberton

The Resident and all members of Resident's family or household are parties to a written Lease. This Addendum states the following additional terms, conditions and rules which are hereby incorporated into the original Lease agreement. A breach of this Lease Addendum shall give each party all the rights and obligations contained herein, as well as the rights and obligations in the Lease.

Smoke-Free Housing

1. **Purpose of Smoke-Free Policy.** The Housing Authority of the City of Lumberton's (HACL) desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking; (iii) the increased risk of fire from smoking.
2. **Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying or possessing any lighted cigarette, cigar, pipe or other tobacco product or similar lighted product in any manner or in any form.
3. **Smoke-Free Area.** Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident's household, including guests, and any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevator, within all living units, including entry ways, porches, balconies and patios have been designated as a smoke-free living environment. The adjoining grounds of the residential and community buildings, to include playgrounds, basketball courts, picnic areas, and green space, shall be designated as Smoke-Free areas. Resident and members of Resident's household shall not smoke anywhere in said Smoke-Free Area, including in the unit rented by Resident, the building where Resident's dwelling is located, or in any of the common areas or adjoining grounds of such buildings, nor shall Resident permit any guests or visitors under the control of Resident to smoke in said Smoke-Free Area.
4. **Resident to Promote Smoke-Free Policy.** Resident shall inform Resident's guests of the Smoke-Free policy. Residents are encouraged to promptly give HACL a written statement of any incident where smoking is observed on the grounds of the HACL and its properties.
5. **HACL to Promote Smoke-Free Policy.** HACL shall post no-smoking signs at entrances and exits, in common areas, and in conspicuous places adjoining the grounds of the Smoke-Free Area.
6. **HACL Not a Guarantor of Smoke-Free Environment.** Resident acknowledges that HACL's adoption of a Smoke-Free living environment does not make the HACL 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, HACL shall take reasonable steps to enforce the non-smoking terms of its leases and to make the Smoke-Free Area as smoke-free as is reasonably possible. HACL is not required to take steps in response to smoking unless HACL knows of said smoking or has been given written notice of said smoking.
7. **Effect of Breach and Right to Terminate Lease.** A breach of this Lease Addendum shall give each party all the rights and obligations contained herein, as well as the rights and obligations contained in the Lease. A material or continuing breach of this Addendum shall be a material breach of the Lease and grounds for termination of the Lease by the HACL. **Tenant acknowledges that the remedy for smoking within the apartment may be the assessment of a reasonable charge for repairs based on time and material.**
8. **Disclaimer by HACL.** Resident acknowledges that HACL's adoption of a non-smoking living environment, does not in any way change the standard of care that the HACL or managing agent would have to a resident household to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality standards than any other rental premises. HACL 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. HACL cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that HACL's ability to police, monitor, or enforce the agreements of Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests, as well as by other residents and guests in other parts of the Non-Smoking Area. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the HACL does not assume any higher duty of care to enforce this Addendum than any other HACL obligation under the Lease.
9. **Effective Date.** This Smoke-Free Housing Policy will be effective on July 30, 2018.

Tenant Acknowledgement:

I have read and understand the above no smoking policy/lease addendum and I agree to comply fully with the provisions provided therein.

Resident

Date

Co-Tenant

Date

Other Member of Household

Date

HACL

Date

NON-SMOKING LEASE ADDENDUM