

Barton Rd – Washington St – Morton Circle Non-Smoking Policy and Procedures

Adopted:

Board Member Signatures

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1. **Purpose:** The WHA desires to mitigate (i) the irritation and negative health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking; and (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, electronic cigarette or other tobacco product or other lighted product in any manner or in any form.
 3. **Non-Smoking Area.** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household, and any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, reception areas, stairways, offices and elevator, and including entry ways, porches, balconies and patios have been designated as a Non-smoking living environment. Tenant and members of Tenant's household shall not smoke anywhere in said Non- Smoking living environment, including in the unit rented by Tenant, the building where Tenant's dwelling is located, or in any of the common areas or adjoining grounds of such building including the steps, patios, or yards, nor shall Tenant permit any guests or visitors under the control of Tenant to smoke in said Non-Smoking living environment. Smoking will be permitted twenty five (25) yards away from said building.
 4. **Tenant to Promote Non-Smoking Policy and to Alert WHA of Violations.** Tenant shall inform Tenant's guests of the non-smoking policy. Further, Tenant shall promptly give the WHA a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's unit.
 5. **WHA to Promote Non-Smoking Policy.** The WHA shall post no-smoking signs at entrances and exits, in common areas, and in conspicuous places adjoining the grounds of the Non- Smoking Area.
 6. **WHA Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that WHA's adoption of a non-smoking living environment does not make the WHA or any of its managing agents the guarantor of Tenant's health or of the non-smoking condition of the Tenant's unit and the common areas. However, WHA shall take reasonable steps to enforce the non-smoking terms of its leases and to make the Non-Smoking Area as smoke-free as is reasonably possible. WHA is not required to take steps in response to smoking unless WHA 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 contained herein, as well as the rights 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 WHA in accordance with the procedure set out in in the Lease.
 8. **Disclaimer by WHA.** Tenant acknowledges that WHA's adoption of a non-smoking living environment does not in any way change the standard of care that the WHA or managing agent otherwise would have to a Tenant 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. WHA 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. WHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that WHA's ability to police, monitor, or enforce the agreements of Addendum is dependent in significant part on voluntary compliance by all Tenants and their household members and guests. Tenants who may have respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that WHA does not assume any higher duty of care to enforce this Addendum than any other WHA obligation under the Lease.