

SMOKING POLICY LEASE AMENDMENT

Tenant and all members of Tenant's family or household are parties to a written lease with the Sterling Housing Authority. This Amendment states the following additional terms, conditions and rules which are hereby incorporated into the Lease. A breach of this Lease Amendment shall give each party all the rights contained herein, as well as the rights in the Lease.

1. **Purpose of No Smoking Policy:** The parties 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; 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:** Tenant agrees and acknowledges that the premises to be occupied by Tenant and member of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located, or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of the of the Tenant to do so. **Please note: Effective April 30, 2018 the entire campus of Sterling Housing Authority is SMOKE FREE; smoking is prohibited on all property of the Housing Authority.**
4. **Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations:** Tenant shall inform Tenant's guests of the no smoking policy; further, Tenant shall promptly give Landlord a written statement of any incident where the tobacco smoke is migrating into Tenant's unit from sources outside of the Tenant's apartment.
5. **Landlord to Promote No-Smoking Policy:** Landlord shall post no smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the apartment complex.
6. **Landlord Not a Guarantor of Smoke-Free Environment:** Tenant acknowledges that Landlord's adoption of a smoke-free living environment and the efforts to designate the rental complex as smoke-free. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke free.
7. **Other Tenants are Third-Party Beneficiaries of Tenant's Agreement:** Tenant agrees that the other Tenants at the complex are the third-party beneficiaries of Tenant's smoke-free addendum agreements with the Landlord. (In layman's terms, this means that Tenant's commitments in the Addendum are to the other Tenants as well as to the Landlord.) A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another Tenant. Any suit between Tenants herein shall not create a presumption that the Landlord breached this Addendum.

8. **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 material breach of the Addendum shall be a material breach of the Lease and grounds for immediate termination of the Lease by the Landlord.
9. **Disclaimer by Landlord:** Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smoke-free any safer, or habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the buildings, common areas or Tenant's premises will have any higher or improve air quality standards than any other than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free of secondhand smoke. Tenant acknowledges that the Landlord's ability to police, monitor, or enforce the agreements of the Addendum is dependent in significant part on the voluntary compliance by Tenant and Tenant's guests. Tenant with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other Landlord obligation under the Lease.

Signature of Head of Household

Date

Signature of Spouse/Other Member

Date

Signature of Executive Director

Date