

ANDERSON HOUSING AUTHORITY
Smoke Free Policy/No-Smoking Policy

Tenant and all members of Tenant's family, household are parties to a written lease with the Anderson Housing Authority. The following additional terms, conditions and rules are hereby incorporated into the lease agreement. A breach of the Lease Addendum will give each party all the rights contained herein, as well as the rights in the original lease agreement.

1. Purpose of No-Smoking Policy. The Anderson Housing Authority, in issuance of the Lease Addendum is setting a standard to reduce the known health side effects of secondhand smoke, to reduce the increase risk of fire from smoking, to reduce to cost of maintenance of units from the effects of smoking and in general make the Housing Authority Property a more healthy environment for all.
2. Definition of Smoking, The term "smoking means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cigarette or other tobacco products or similar lighted product in any manner or in any form.
3. Smoke-Free property. Tenant agrees and acknowledges that units occupied by Tenant and other household members have been leased as a smoke free environment. Tenant, household members and guests will not smoke anywhere inside the unit, or in the building where the unit is located or within 25 feet from the building or common areas such as stairwells, walkways, patios, laundry rooms, community rooms, hallways, elevators and playgrounds.
4. Tenant to promote No-Smoking Policy and to alert Landlord of Violations. Tenant shall inform Tenant's guest of the no-smoking policy. Tenant shall give landlord prompt notice of a written statement of any incident where tobacco smoke is migrating into the Tenants' unit from sources outside of the Tenant's apartment unit.
5. Housing Authority will promote No-Smoking Policy. The Anderson Housing Authority will post no-smoking signs throughout Housing Authority property to promote the No-Smoking Policy.
6. The Anderson Housing Authority is not a Guarantor of Smoke-Free living environment, and the efforts to designate units as smoke free, do not make the Anderson Housing Authority 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, the Anderson Housing Authority shall take responsible steps to enforce the smoke-free terms of the lease agreement. The Anderson Housing Authority is not required to take steps in response to smoking unless the Anderson Housing Authority knows of said smoking or has been given written notice of the smoking.
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 landlord. In short, this means that Tenant's commitments in this Addendum are made to the other Tenant's as well as to Landlord. A Tenant may sue another Tenant for an injunction to prohibit smoking for damages, but does not 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 the Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Rules and the Lease. A material breach of this Addendum shall be a material breach of the Lease and will be good cause for immediate termination or non-renewal of the Lease by the Landlord. Additionally, if Tenant should beach this Addendum, Tenant shall reimburse the Anderson Housing Authority for any and all expenses incurred to restore the unit to a smoke-free condition.
9. Disclaimer by Anderson Housing Authority. Tenant acknowledges that the Anderson Housing Authority's adoption of a smoke-free living environment, and the efforts to designate areas 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 building an premise designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental property. Landlord 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. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord'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 guest. Tenants 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 Lease and Rules.

10. Effects on Current Tenants. Tenant acknowledges that current tenants residing in the complex under a prior lease may not be immediately subject to the No-Smoking Policy. As current tenants move out, or enter into new leases, the smoke-free policy will become effective for their new unit or lease renewal. The No-Smoking policy will take effect for current and future tenants on January 1, 2018.
11. Enforcement. The landlord has issued the following enforcement plan in regard to this Lease Addendum.
 - a. 1st violation – results in a verbal warning and issuing of cessation materials
 - b. 2nd violation – results in a verbal warning, issuing of cessation materials and breach of no-smoking policy letter.
 - c. 3rd violation – results in written warning, discussion of no-smoking policy with management and final breach of no-smoking letter.
 - d. 4th violation – results in notice to vacate with option to remedy.
 - e. 5th violation – results in 10-day notice to vacate without the option to remedy.
12. Evidence of violations include but are not limited to:
 - a. Written documentation from maintenance or staff of observable/visual evidence of violations
 - b. Photographic evidence of observable violations
 - c. Written complaints of violations
 - d. Evidence of breach the no-smoking police can include evidence of ashtrays, smoke, or tobacco odors.