

Lowell Housing Authority Smoke Free Policy

This Addendum is incorporated into the Lease between Lowell Housing Authority (Landlord) and Resident

1. **Purpose of Non-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 or possessing any lighted cigarette, cigar, pipe or other tobacco product or similar lighted product in any manner or in any form.
3. **Non-Smoking Area.** Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident's household 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, and **within a specified distance from building(s), as determined by the property manager** in consultation with the residents, including entry ways, porches, balconies and patios have been designated as a Non-smoking living environment. Resident and members of Resident's household shall not smoke anywhere in said Non-Smoking 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 building including the steps, patios, or yards, nor shall Resident permit any guests or visitors under the control of Resident to smoke in said Non-Smoking Area.
4. **Resident to Promote Non-Smoking Policy and to Alert Landlord of Violations.** Resident shall inform Resident's guests of the non-smoking policy. Further, Resident shall promptly give Landlord 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. **Landlord to Promote Non-Smoking Policy.** Landlord 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. **Landlord Not a Guarantor of Smoke-Free Environment.** Resident acknowledges that Landlord's adoption of a non-smoking living environment does not make the Landlord or any of its managing agents the guarantor of Resident's health or of the non-smoking condition of the Resident's unit and the common areas. However, Landlord 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. Landlord is not required to take

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steps in response to smoking unless Landlord 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 Landlord.

As Head of Household, I have read the Smoke-Free Lease Addendum, and understand its provisions. I agree to abide by these provisions fully, and understand that failure by me, my household members, or guests, to comply with any part of the above after sufficient notice of the violation, shall be cause for termination of my Lease.

LANDLORD (Duly Authorized)

RESIDENT

Date