

TOBACCO-FREE LEASE ADDENDUM

This Addendum is incorporated into the Lease between The South Pittsburg Housing Authority and Resident

_____ of _____

1. **Purpose of Tobacco-Free 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 Tobacco-Free.** The term tobacco products or similar product in any manner or in any form including but not limited to cigarettes, cigars, pipes, electronic nicotine delivery systems (ENDS), chewing tobacco, dip and electronic cigarettes (e-cigarettes).
3. **Tobacco-Free Areas.** Resident agrees and acknowledges that the South Pittsburg Housing Authority has been designated as tobacco-free. This includes the premises to be occupied by Resident and members of Resident's household and any common areas, including but not limited to sidewalks, community patios and gardens, playgrounds, parking lots and any other area of any building or the housing development that is accessible to employees, residents and guests. This policy refers to all Residents and members of Resident's household. They shall not use tobacco or electronic cigarettes anywhere in said Tobacco-Free Areas. Nor shall Resident permit any guests or visitors under the control of Resident to use tobacco on SPHA properties.
4. **Resident to Promote Tobacco-Free Policy and to Alert Landlord of Violations.** Resident shall inform Resident's guests of the tobacco-free policy. Further, Resident shall promptly give The South Pittsburg Housing Authority 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.** The South Pittsburg Housing Authority shall post tobacco-free signs at entrances and exits, in common areas, and in conspicuous places adjoining the grounds of the Tobacco-Free Properties.

6. The South Pittsburg Housing Authority is **Not a Guarantor of a Tobacco-Free Environment**. Resident acknowledges that The South Pittsburg Housing Authorities adoption of a tobacco-free living environment does not make the SPHA or any of its employees the guarantor of Resident's health or of the tobacco-free condition of the Resident's unit and the common areas. However, the SPHA shall take reasonable steps to enforce the tobacco-free terms of its leases and to make the properties as tobacco-free as is reasonably possible. The South Pittsburg Housing Authority is not required to take steps in response to the use of tobacco unless the SPHA knows of said tobacco use or has been given written notice of said usage.
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. Any resident, including the members of their household, guests, or visitors will be considered in violation of the lease if found using tobacco products or any products that are prohibited in any South Pittsburg Housing Authority properties. Three (3) violations will be considered to be repeated violation of the material terms of the lease and will be cause for eviction. At the first violation of the tobacco-free policy, the SPHA will provide the tenant with a written warning and a referral to a cessation class. After the first written warning, a lease violation letter will be placed in your file. (Any sign of tobacco use including but not limited to, cigarette butts not properly disposed, visible signs of tobacco use, smell of cigarette smoke will be cause for violation.) After the second violation warning is given, the third violation is considered a repeated violation and will be grounds for eviction.
8. **Disclaimer by The South Pittsburg Housing Authority**. Resident acknowledges that The South Pittsburg Housing Authorities adoption of a tobacco-free living environment, does not in any way change the standard of care that the South Pittsburg Housing Authority 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. The South Pittsburg Housing Authority 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. The SPHA cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that The South Pittsburg Housing Authorities 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 Tobacco-Free Area. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the SPHA does not assume any higher duty of care to enforce this Addendum than any other obligation under the Lease.

As head of household, I have read this Tobacco-Free Lease Addendum as written

above and understand its provisions. I agree to abide by these provisions fully, and understand that failure to comply with any part of the above after sufficient notice of the violation shall be cause for termination of my Lease. I have received a copy of this addendum.

RESIDENT(s):

_____	_____
Head of Household (please print)	Date

_____	_____
Head of Household (signature)	Date

_____	_____
Spouse (signature)	Date

_____	_____
Other Adult Member (signature)	Date

_____	_____
Other Adult Member (signature)	Date

SOUTH PITTSBURG HOUSING AUTHORITY

_____	_____
Property Manager (please print)	Date

_____	_____
Property Manager (signature)	Date