

NON-SMOKING LEASE ADDENDUM

TOPSFIELD HOUSING AUTHORITY

This Addendum is incorporated into the Lease between Topsfield Housing (LHA) and Tenant _____

of _____

1. **Purpose of Non-Smoking Policy.** The LHA 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 or other tobacco product or other similarly lighted product (including marijuana) and e-cigarettes 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.
4. **Smoking Area.** Tenant or Tenant's guests must smoke off the property.
5. **Tenant to Promote Non-Smoking Policy and to Alert LHA of Violations.** Tenant shall inform Tenant's guests of the non-smoking policy. Further, Tenant shall promptly give the LHA a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's unit.
6. **LHA to Promote Non-Smoking Policy.** The LHA shall post no-smoking signs at entrances and exits, in common areas, and in conspicuous places adjoining the grounds of the Non-Smoking Area.
7. **LHA Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that LHA's adoption of a non-smoking living environment does not make the LHA 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, LHA 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. LHA is not required to take steps in response to smoking unless LHA knows of said smoking or has been given written notice of said smoking.
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 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 LHA in accordance with the procedure set out in in the Lease.

9. **Disclaimer by LHA.** Tenant acknowledges that LHA's adoption of a non-smoking living environment, does not in any way change the standard of care that the LHA or managing agent otherwise would have to a Tenant household to render buildings and premises designated as nonsmoking, any safer, more habitable, or improved in terms of air quality standards than any other rental premises. LHA 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. LHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that LHA'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 LHA does not assume any higher duty of care to enforce this Addendum than any other LHA obligation under the Lease.

Adopted by the Board of Commissioners on January 14, 2016

LHA

BY: _____

Date: _____

Tenant

Date: _____

**TOPSFIELD HOUSING AUTHORITY
NO SMOKING POLICY & LEASE ADDENDUM**

POLICY: It is the policy of the Topsfield Housing Authority (THA) to promote and enforce a "Smoke-free" living environment. To that end, the THA will institute and enforce a No Smoking Policy Lease Addendum for the protection of all tenants of all THA-owned properties. It is understood and acknowledged by the parties that this No-smoking policy shall not be used to disqualify any applicant to any THA program or tenant of the THA.

Applicability: This policy shall apply to all Tenants, members of Tenant's family or household; to all guests/employees/service providers of Tenant and to any parties having business on the premises.

Lease Addendum: This addendum states the following additional terms, conditions and rules which are hereby incorporated into the Lease. A breach of this Lease Addendum 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: (a) reduce the irritation and known health effects of second-hand smoke; (b) decrease maintenance, cleaning and redecorating costs that result from smoking; (c) decrease the risk of fire from smoking; and (d) lower the cost of fire insurance.
2. **Definition of Smoking:** The term "smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other lighted smoking device for burning tobacco or any other plant or substance.
3. **Non-smoking Area (Effective April 1, 2016):** Tenant agrees and acknowledges that the following shall be non-smoking areas: 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, stairways, offices and outside on the housing authority property. The use of electronic cigarettes or other vapor, gas or mist nicotine device is prohibited in any THA common area or office. Tenant and members of Tenant's household shall not smoke anywhere in above defined Non-smoking areas, nor shall Tenant permit any guests, employees, service providers or other individuals under their control to smoke in said Non-smoking areas. The THA shall also not allow any of its employees, contractors or vendors to smoke within any Non-smoking area and shall impose the same restrictions at all of its office buildings.
4. **Tenant to Promote No Smoking Policy and to Alert THA of Violations:** Tenant shall inform all household members, guests, employees and service providers of the No Smoking Policy. Further, Tenant shall promptly give THA a completed tenant complaint form on any incident where the tenant is being bothered by smoke migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.
5. **THA to Promote No Smoking Policy:** THA shall inform each Tenant of the No Smoking Policy at the time of Lease signing and any time thereafter as may be deemed appropriate. THA will make smoking cessation information available to Tenant.
6. **THA Not a Guarantor of Smoke-Free Environment:** Tenant acknowledges that THA's adoption of a No Smoking Policy, and the efforts to designate the rental complex as Non Smoking, does not make the THA 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, THA shall take reasonable steps to enforce the smoke free terms of its leases and to make the complex smoke free. THA is not required to

take steps in response to smoking unless THA has been given written notice of said smoking as detailed above. THA may also discover violations of this lease addendum as part of a unit inspection or other observation by THA.

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 No Smoking addendum agreements with the THA. (In layman's terms, this means that the Tenant's commitments in the Addendum are made to the other Tenants as well as to the THA). 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 THA breached this Addendum.
8. **Effects of Breach and Right to Terminate Lease:** Repeated breaches of the No Smoking Lease Addendum shall be considered material and give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Addendum shall be a material breach of the Tenant's obligations under the lease and as such shall be grounds for tenancy termination in accordance with the provisions of the Lease by the THA.
9. **Disclaimer by THA:** Tenant acknowledges that THA adoption of the No Smoking Policy, and the efforts to designate the rental complex as Non-Smoking does not in any way change the standard of care that THA or managing agent 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. THA 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. THA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that THA's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenant's with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that THA does not assume any higher duty of care to enforce this Addendum than any other THA obligation under the Lease.

Executed on this _____ day of _____, 201__

By:

Tenant

THA Representative

Failure to sign the Lease Addendum does not eliminate or exclude the responsibility of Tenants to abide by the Policy set forth by THA Board of Commissioners at their January 14, 2016 meeting.