

The Charleston Housing and Redevelopment Authority

NO SMOKING LEASE ADDENDUM

Date _____ Property name _____ Unit number _____

Resident name(s) _____

Resident address _____

The following terms, conditions and rules are hereby incorporated into the Rental Agreement for the above unit effective September 1, 2017.

- 1. No smoking policy** - Due to the increased risk of fire, increased maintenance costs, and the health effects of secondhand smoke, Landlord is adopting the following No Smoking Policy, which prohibits smoking in any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, stairways, offices and within all living units. This policy applies to all residents, guests, visitors, service personnel and employees.
- 2. Definition** - The term "smoking" means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, other tobacco product or similar lighted product in any manner or in any form.
- 3. Landlord not a guarantor of smoke free environment** - Resident acknowledges that Landlord's adoption of a No Smoking Policy, and the efforts to designate portions of the Property as no smoking do not make the Landlord or any of its managing agents the guarantor of Resident's health or of the smoke free condition of the no smoking portions of the Property. However, Landlord will take reasonable steps to enforce the No Smoking Policy. Landlord is not required to take steps in response to smoking unless Landlord has actual knowledge of the smoking and the identity of the responsible Resident.
- 4. Landlord disclaimer** - Resident acknowledges that Landlord's adoption of a no smoking living environment, and the efforts to designate portions of the Property as no smoking does not in any way change the standard of care that the Landlord has under applicable law to render the Property any safer, more habitable or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the Property will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the Property will be free from secondhand smoke. Resident acknowledges that Landlord's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Residents and Residents' guests. Residents with respiratory ailments, allergies or other 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 rental agreement.
- 5. Lease violation** - Residents are responsible for the actions of their household, their guests and visitors. Failure to adhere to any of the conditions of this Addendum will constitute a material non-compliance with the rental agreement, a serious violation of the rental agreement and may result in termination of the lease agreement. In addition, Resident will be responsible for all costs to remove smoke odor or residue upon any violation of this Addendum.

RESIDENT SIGNATURE DATE

LANDLORD DATE

RESIDENT SIGNATURE DATE

RESIDENT SIGNATURE DATE

RESIDENT SIGNATURE DATE