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ANGOLA HOUSING AUTHORITY SMOKE-FREE POLICY

Smoke-Free Guidelines

The Angola Housing Authority promotes a Smoke-Free living environment for all residents and has designated the entire rental complex, facilities, and property as Smoke-Free.

Tenant and all members of Tenant's family or household are parties to a written lease with the Angola Housing Authority. This Addendum states the following additional terms, conditions and rules which have been duly posted in the Angola Housing Authority Management offices, 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 Angola Housing Authority cares about the health and wellness of its residents. The adverse health effects of secondhand smoke are well documented. The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke (ii) the increased maintenance, cleaning, and restoration costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the increased costs of fire insurance claims for smoking buildings.
2. **Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product in any manner or in any form. This includes the use of waterpipes (Hookahs) and Electronic Cigarettes.
3. **Definition of Electronic Cigarette.** The term Electronic cigarette means any electronic device that provides a vapor of liquid nicotine and/or other substance to the user as she or he simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name. The Angola Housing Authority prohibits the use of electronic smoking devices of any nature.

This addendum also covers smoking illegal substances. Under Indiana law, it is illegal to smoke illegal substances such as methamphetamine, marijuana, crack cocaine, heroin, etc.

4. **Smoke-Free Property.** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a Smoke-Free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located, or in any of the common areas or adjoining grounds of such building, or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so. Smoking is prohibited in apartments, buildings, and all grounds of the Angola Housing Authority

5. **Tenant to Promote No-Smoking Policy and to Alert the Angola Housing Authority of Violations.** Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give AHA a written statement of any incident where tobacco smoke or smoke from illegal substances is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.
 6. **The Angola Housing Authority is Not a Guarantor of a Smoke-free Environment.** Tenant acknowledges that AHA's adoption of a Smoke-Free living environment, and the efforts to designate the property as Smoke-Free, do not make the Angola 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, AHA shall take reasonable steps to enforce the Smoke-Free terms of its lease and to make the property Smoke-Free. The Angola Housing Authority is not required to take steps in response to smoking unless the Housing Authority knows of said smoking or has been given written notice of said smoking.
 7. **Other Tenants are Third Party Beneficiaries of Tenant's Agreement.** Tenant agrees that the other Residents at the Housing Authority are the third-party beneficiaries of Tenant's Smoke-Free addendum agreement with the Angola Housing Authority.
 8. **Effect of Breach and Right to Terminate Lease.** The First violation will result in tenant receiving a verbal warning and cessation materials. Second and Third violations will each result in tenant receiving a written warning, a \$50 fine, and cessation materials. Fourth violation will result in tenant receiving a \$250 Cleaning Fee and Notice To Vacate. The Fourth violation will be considered a material breach of this Lease Addendum. A breach of this Lease Addendum shall 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 Lease and grounds for immediate termination of the Lease by the Angola Housing Authority.
 9. **Status Restoration.** After 12 consecutive months of no infractions, the level of violation will revert to zero.
 10. **Disclaimer by the Angola Housing Authority.** Tenant acknowledges that AHA's adoption of a Smoke-Free living environment and efforts to designate the entire property as Smoke-Free do not in any way change the standard of care that the Housing Authority or managing agent would have to a Tenant household to render buildings and premises designated as Smoke-Free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. The Angola Housing Authority 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. AHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that AHA'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 guest. Residents with respiratory ailments, allergies or any other physical or mental condition relating to smoke are put on notice that the Angola Housing Authority does not assume any higher duty of care to enforce this Addendum than any other AHA policy under the Lease.
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