



PALM BEACH COUNTY HOUSING AUTHORITY

SMOKE-FREE LEASE ADDENDUM

Resident and all members of the Resident's household are parties to a written lease with the Palm Beach County Housing Authority (the Lease). This Addendum states the following additional terms, conditions, and rules that are hereby incorporated into the Lease. A breach of the Lease Addendum gives each party all the rights contained herein, as well as he rights in the Lease.

The Palm Beach County Housing Authority (PBCHA) recognizes the difficulties that many individuals have with quitting smoking. Any resident interested in participating in a smoking cessation program or seeking information on quitting shall have access to programs presented by Palm Beach County Housing Authority partners, including Tobacco Free Florida and The Florida Department of Health. Please be advised that PBCHA does not provide direct cessation services; nor pays the costs associated with smoking cessation.

1. **Purpose of the No-Smoking Policy.** The parties desire to mitigate (i) the irritation and known adverse 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 property insurance for a non-smoke-free building.

2. **Definitions**

"Smoke" or "Smoking" means inhaling or exhaling smoke, aerosol, or vapor from any lighted or heated cigar, cigarette, pipe, electronic delivery device, or any other natural or synthetic tobacco or plant product. "Smoke" or "Smoking" also includes burning or possessing any lighted or heated cigar, cigarette, pipe, electronic delivery device, or any other natural or synthetic tobacco or plant product intended for inhalation.

Other tobacco products such as e-cigarettes, personal vaporizers, vape pens, e-cigars, e-hookah, or other Electronic Delivery System (ENDS) and other lighted smoking devices used for burning tobacco or any other plant.

3. **Scope of Smoke-Free Policy.** Resident agrees and acknowledges that the premises to be occupied by resident and members of resident's household have been designated as a smoke-free living environment. Resident, members of resident's household, and any guests under the control of the tenant/resident will not smoke anywhere in or on the:

- Unit rented by Resident, including any associated balconies, decks, patios;
- Common areas of property, including but not limited to, lobbies, hallways, stairwells, elevators, laundry rooms, community rooms or offices; or

- Grounds of the property, including, but not limited to, entryways, playgrounds, pool areas, walking paths, or sitting areas within 25 feet from public housing and administrative office buildings (collectively, “restricted areas”) in which public housing is located.

4. **Resident to Promote Smoke-Free Policy and Alert Landlord of Violations.** Resident will inform Resident’s guests of the smoke free policy. Resident will also promptly give landlord a written statement of any incident where Resident observes smoking not allowed by this policy or believes smoke is migrating into the Resident’s unit from sources outside of the Resident’s unit.

5. **Landlord to Enforce Smoke-Free Policy.** The PBCHA will post no-smoking signs at entrances and common areas, and in conspicuous places adjoining the grounds of the property. PBCHA will also take reasonable steps to promptly remedy known and reported violations of the smoke-free policy. PBCHA is not required to take steps in response to smoking unless PBCHA knows of the violation.

6. **Effect of Breach and Right to Terminate Lease.** Resident acknowledges that a material breach of this Lease Addendum shall be grounds for termination of the lease by the landlord and will render resident liable to PBCHA for the costs to repair Resident’s unit due to damage from smoke odors or residue. A breach of the Lease Addendum gives each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Addendum is a material breach of the Lease and grounds, for immediate enforcement action, including termination of the Lease by the Housing Authority.

(1) 1st Violation

- (a) PBCHA will have an informal meeting with the resident and issue a verbal warning referencing the section of the Lease that has been violated.
- (b) PBCHA will provide the resident a copy of the Policy and cessation materials.
- (c) PBCHA will require the resident to sign an Acknowledgement of Verbal Warning and an agreement not to violate the Policy again or face further action.
- (d) PBCHA will document the resident file.

(2) 2nd Violation

- (a) PBCHA will send a written warning to the resident citing the section of the Lease that has been violated.
- (b) PBCHA will provide the resident a copy of the Policy and cessation materials.
- (c) PBCHA will require the resident to sign an Acknowledgement of Written Warning and an agreement not to violate the Policy again or face further action.
- (d) PBCHA will document the resident file.

(3) 3rd Violation

- PBCHA will take action to terminate the Lease.

7. **Disclaimer by Landlord.** PBCHA’s adoption of a smoke-free living environment and the efforts to designate it’s properties as smoke-free, do not make the PBCHA the guarantor of resident’s health or the smoke-free condition of the Resident’ unit and the common areas nor does it in any way change the standard of care that pbcha or it’s managing agents or employees would have to a Resident 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. However, PBCHA shall take reasonable steps to enforce the smoke-free terms of its Lease and Policy in order to make its properties smoke-free. PBCHA 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. PBCHA cannot and does not warrant or promise that the rental premises or common areas will be free of second hand smoke. The PBCHA's ability to police, monitor, or enforce the agreements of this Lease Addendum is dependent in significant part on mandatory compliance by the Resident and Resident's guests. Resident's with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that PBCHA does not assume any higher duty to care to enforce this lease Addendum than any other PBCHA obligation under the Lease.

By signing below I acknowledge that I have read, understand and agree to abide by the No Smoking Addendum

Signed:

Resident _____

Date _____

Resident _____

Date _____

Resident _____

Date _____

Resident _____

Date _____