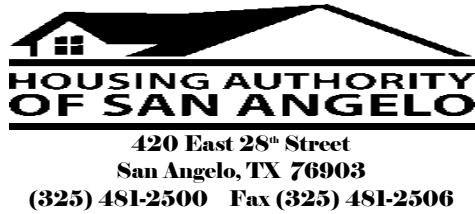




Smoke Free Lease Addendum

- 1. Purpose of Smoke-Free Housing:** The parties desire to mitigate (1) the irritation and known health effects caused by secondhand smoke; (2) the maintenance, cleaning, and redecorating costs attributable to smoking; (3) and the increased risk of fire from smoking.
- 2. Definition of Smoking:** “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. Smoke-Free Residential Units:** 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 guests shall not smoke anywhere in the unit rented by Resident. Resident, members of Resident’s household and guests may smoke on patios, porches, or anywhere outdoors.
- 4. Housing Authority of San Angelo (HASA) to Promote No Smoking Policy:** HASA Staff shall post no smoking signs at entrances and exits.
- 5. HASA Not a Guarantor of Smoke Free Environment:** Resident acknowledges that HASA’s adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke free, do not make HASA or any of its managing agents the guarantor of Resident’s health or of the smoke-free condition of the Resident’s unit and the common areas. However, HASA shall take reasonable steps to enforce the smoke-free terms of its Leases and to make Resident units smoke free.
- 6. Effect of Breach and Right to Enforce Lease:** A breach of this Addendum shall give each party all the rights contained herein, as well as the rights provided for in the Lease. A material breach of this Addendum by the Resident shall be a material breach of the Lease and grounds for, but not limited to, lease violations, 30 day notice to vacate and/or immediate termination of the Lease by HASA. Resident will also be financially responsible for bringing the unit back to rentable condition.

HASA acknowledges that in declaring Resident Units to be smoke-free, the failure to respond by HASA to a complaint filed by the Resident shall be treated as equivalent to failure to respond to a request for maintenance.



7. Disclaimer by HASA: Resident acknowledges that HASA’s adoption of a smoke-free living environment, and the efforts to designate Resident Units as smoke-free, does not in any way change the standard of care that HASA would have to a Resident 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. HASA specifically disclaims any implied or express warranties that the Resident’s premises will have any higher or improved air quality standards than any other rental property. HASA cannot and does not warranty or promise that the rental premises will be free from secondhand smoke. Resident acknowledges that HASA’s ability to police, monitor, or enforce the agreements of the Addendum is dependent in significant part on voluntary compliance by Resident and Resident’s guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that HASA does not assume any higher duty of care to enforce this Lease Addendum than any other HASA obligation under the Lease.

Resident signature

Date

HASA Staff signature

Date