

Smoke-free Lease Addendum

Resident and all members of the resident's family or household are parties to a written lease with Saratoga Springs Public Housing Authority. This addendum states the following additional terms, conditions, and rules that are incorporated into the Lease. A breach of the Lease Addendum shall give each party all the rights contained herein, as well as the rights provided for in the Lease.

1. **Purpose of Smoke-Free Housing:** The parties' desire to mitigate (i) the irritation and known health effects caused by secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the cost of fire insurance for a non-smoke-free building.
2. **Definition of Smoking:** "Smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other tobacco or marijuana product or device.
3. **Smoke-Free Complex:** 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 and members of Resident's household shall not smoke anywhere in the unit rented by Resident, in the building where the Resident's dwelling is located, or in any of the common areas, nor shall Resident permit any guest or visitors to do so. Smoking is only permitted outside, 25 feet away from building entrances, exits and windows.

Stonequest Property: Smoking is only permitted in designated areas 25 feet away from any building entrance, window or exit.

Vanderbilt/Jefferson Terrace: Smoking is only permitted 25 feet away from any building entrance, window or exit, and 50 feet from any play area.

4. **Resident to Promote No-Smoking Policy and Alert Landlord of Violations:** Resident shall inform Resident's guests of the smoke-free policy. Further, Resident shall promptly give Property Manager/Owner written statement of any incident where secondhand smoke is migrating into the Resident's unit from sources within the building. Residents can call (584-6600) to report a complaint or can fill out an incident report at the main office.
5. **Property Manager/Owner to Promote No-Smoking Policy:** Property Manager/Owner shall post no-smoking signs at entrances and exits, common areas, and hallways (and in conspicuous places on the grounds of the building/complex).
6. **Property Manager/Owner Not a Guarantor of Smoke-Free Environment:** Resident acknowledges that Property Manager/Owner's adoption of a smoke-free living environment, and the efforts to designate the residential building/complex as smoke-free, do not make the Property Manager/Owner 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, Property Manager/Owner shall take reasonable measures to enforce the smoke-free terms of its leases and to make the Saratoga Springs Public Housing Authority buildings smoke-free. Property Manager/Owner is not required to take steps in response to smoking unless Property Manager/Owner knows of said smoking or has been given written notice of said smoking.

7. **Other Residents are Third-Party Beneficiaries of Resident's Agreement:** Resident agrees that the other Residents at the complex are the third-party beneficiaries of Resident's smoke-free addendum agreement with Property Manager/Owner. A Resident may sue another Resident for an injunction to prohibit smoking or for damages, but does not have the right to evict another Resident. Any suit between Residents herein shall not create a presumption that the Property Manager/Owner breached this Addendum.
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 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 termination of the Lease by the Property Manager/Owner. Property Manager/Owner acknowledges that in declaring the building to be smoke-free, the failure to respond by Property Manager/Owner to a complaint filed by the Resident shall be treated as equivalent to failure to respond to a request for maintenance.
9. **Disclaimer by Property Manager/Owner:** Resident acknowledges that Property Manager/Owner's adoption of a smoke-free living environment, and the efforts to designate the residential complex as smoke-free, does not in any way change the standard of care that the Property Manager/Owner 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. Property Manager/Owner 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 residential property. Property Manager/Owner cannot and does not warranty or promise that the premises or common areas will be free from secondhand smoke. Resident acknowledges that Property Manager/Owner'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 the Property Manager/Owner does not assume any higher duty of care to enforce this Addendum than any other Property Manager/Owner obligation under the Lease.
10. **Effective Date:** This smoke-free housing policy is effective May 1, 2016.

Resident

Date

Property Manager/Owner

Date