



SMOKE-FREE LEASE ADDENDUM

This Addendum is incorporated into the Lease between the Somerville Housing Authority (SHA) and Tenant of _____, Somerville, MA, 0214__ effective as of _____.

1. **Purpose of Smoke-Free Policy.** The purpose of the Smoke-Free Policy is to mitigate (i) the irritation and negative health effects of secondhand smoke; (ii) the increased maintenance and cleaning costs from smoking; (iii) the increased risk of fire from smoking and (iv) the higher cost of fire insurance for a non-smoke free building.
2. **Definition of Smoking.** Smoking is defined as the ignition and burning of tobacco leaves or marijuana such as (but not limited to) cigars, cigarettes, pipes, and waterpipes (hookahs). In addition, "smoking" shall include the use of E-cigarettes and similar products by which vapor is inhaled.
3. **Definition of a Smoke-Free Area.** Effective September 1, 2016, all buildings on SHA property will be smoke-free buildings. All living units and interior areas, including but not limited to community bathrooms, lobbies, community rooms, laundry rooms, hallways, stairways, elevators, the Mystic Activity Center, management and administrative offices, balconies, entryways, hallways, porches are designated as smoke-free. Also designated as smoke-free areas are SHA walkways, lawns and parking areas within 25 feet of building windows or doors, and all playgrounds and tot-lots located anywhere on all SHA property.

The Somerville Housing Authority staff, contractors, current residents, all guests, and all new residents of the Somerville Housing Authority shall not smoke, nor permit anyone to smoke, in smoke-free areas except that, notwithstanding the provisions above, residents and their guests shall be permitted to use E-cigarettes and similar products by which vapor is inhaled in their own living units.

4. **SHA to Promote Smoke-Free Policy.** The SHA shall post no-smoking signs at entrances and exits, in common areas, and in conspicuous places adjoining the grounds of the Smoke-Free Areas.
5. **SHA Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that SHA's adoption of a smoke-free living environment does not make the SHA 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, SHA shall take reasonable steps to enforce the non-smoking terms of its leases and to make the Non-Smoking Area as smoke-free as is reasonably possible. SHA is not required to take steps in response to smoking unless SHA has actual knowledge of a smoking violation or has been given written notice of said smoking and said notice can be substantiated.
6. **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 contained in the Lease. A breach of the Smoke-Free Lease Addendum constitutes a breach of the lease and grounds for initiation of the enforcement remedies. Tenants in breach of this Addendum will receive a verbal warning upon the first violation; a written warning on the second violation; and a request for a conference with the Housing Manager on the third violation. Through all enforcement steps, the Housing Manager will share cessation resources with the Tenant. Upon the fourth violation, the SHA may commence eviction proceedings, in which case it will send the Tenant a written Pre-





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Termination Conference Notice. Tenants shall have the right to file a grievance under the SHA’s grievance policy if the matter is not otherwise resolved to the satisfaction of the Tenant.

- 7. **Disclaimer by SHA.** Tenant acknowledges that SHA’s adoption of a non-smoking living environment does not in any way change the standard of care that the SHA or managing agent otherwise would have to a Tenant household to render buildings and premises designated as nonsmoking, any safer, more habitable, or improved in terms of air quality standards than any other rental premises. SHA 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. SHA cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that SHA's ability to police, monitor, or enforce the agreements of Addendum is dependent in significant part on voluntary compliance by all Tenants and their household members and guests. Tenants who may have respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that SHA does not assume any higher duty of care to enforce this Addendum than any other SHA obligation under the Lease.

SHA

TENANT

BY _____

Duly Authorized

DATE: _____

Approved by Board of Commissioners on 04/05/2017

