

BOURNE HOUSING AUTHORITY

NON-SMOKING POLICY

- PURPOSE OF NON-SMOKING POLICY:** The Parties desire to mitigate 1) The irritation and known health effects of secondhand smoke. 2) The increased risk of fire from smoking. 3) The increased maintenance and cleaning costs from smoking. 4) The higher costs of fire insurance for a non-smoke-free development.
- DEFINITION OF SMOKING:** The term "smoking" means inhaling, exhaling, breathing or carrying or possessing any lighted cigarette, cigar, pipe or other tobacco product or similar lighted product in any manner or in any form.
- NON-SMOKING AREA:** Tenants, visitors, guests, contractors and sub-contractors shall be prohibited from smoking throughout the entire premises including buildings and grounds, including but not limited to inside all tenant units, hallways, stairways, foyers, common rooms and facilities, bathrooms, laundry rooms, exterior landings, entrance ways, parking areas, lawns and buildings facilities. Tenant shall not permit any guests or visitors under the control of the tenant to smoke anywhere on the premises.
- COMPLIANCE:** Landlord shall take reasonable steps to ensure compliance with the terms and provisions of the Lease Addendum, including the use of appropriated signage and enforcement. Tenant shall inform tenant's guests and visitors of the no-smoking rule.
- LANDLORD NOT A GUARANTOR OF SMOKE-FREE ENVIRONMENT:** Tenant acknowledges that Landlord's adoption of a non-smoking living environment does not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the non-smoking condition of the Tenant's unit and premises. However, Landlord shall take reasonable steps to enforce the non-smoking terms of the Lease. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has given Tenant written notice of said smoking.
- EFFECT OF BREACH AND RIGHT TO TERMINATE LEASE:** A breach of the Lease Addendum shall give each party all the rights contained herein, as well as the rights contained in the Lease. A material or continuing breach of this policy shall be a material breach of the Lease and grounds for termination of the Lease by the Landlord in accordance with the procedure set out in the Lease.
- DISCLAIMER BY THE LANDLORD:** Tenant acknowledges that the Landlord's adoption of a non-smoking living environment does not in any way change the standard of care that the Landlord otherwise would have to a Tenant household to render buildings and premises of the non-smoking environment any safer, more habitable or improved in terms of air quality standards than any other rental property. The Landlord specifically disclaims any implied or express warranties that the buildings, common areas or Tenant's premises will have any higher or improved air quality standards than any other rental property. The Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that the Landlord's ability to police, monitor or enforce the agreements of the Policy, Lease and Lease 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 the Landlord does not assume any higher duty of care to enforce the Policy, Lease and Addendum than any other Landlord obligation under the Lease.