

## Smoke-Free Lease Addendum

This Addendum is hereby incorporated into the Dwelling Lease Agreement between The Housing Authority of the City of Gainesville, Florida (“GHA”) and the undersigned Resident.

1. **Purpose of Smoke-Free Housing Policy.** The parties desire to mitigate (i) the irritation and known health effects caused by secondhand smoke; (ii) the maintenance, cleaning, and redecorating costs attributable to smoking; (iii) and the increased risk of fire from smoking.

2. **Definition of Smoking.** “Smoking” means or is defined as inhaling, exhaling, breathing, burning, or carrying any lit cigar, cigarette, pipe, or other lighted smoking device for burning tobacco or any other plant, non-tobacco substance, and/or smoking material in any form. The use of electronic nicotine delivery systems (“ENDS”), including e-cigarettes, and water pipe tobacco smoking (referred to as hookahs) are also considered as “smoking” under this policy.

3. **Smoke-Free Complex.** Smoking is prohibited at all GHA properties and is prohibited anywhere on any GHA property, including but not limited to, all dwelling units, buildings, common areas, balconies, patios, porches, laundry rooms, mailboxes, lawns, courtyards, playgrounds, community rooms, management offices, lobbies, hallways, stairways, walkways, and parking lots.

4. **Resident’s Responsibility for Compliance.** Resident is responsible for communicating GHA’s Smoke-Free Policy to Resident’s household members, guests, and other persons under Resident’s control. Resident is further obligated to assure that Resident, member of Resident’s household, guests, and other persons under Resident’s control shall comply with GHA’s Smoke-Free Policy. All Residents are expected to comply with this Policy as they would with any term or condition of their Dwelling Lease.

5. **Effect of Breach and Right to Terminate Lease.** Resident acknowledges that any violation of GHA’s Smoke-Free Policy by Resident, member of Resident’s household, guests, and other persons under Resident’s control is a serious and material violation of the terms of the Resident’s Dwelling Lease and good cause for termination of said Dwelling Lease by GHA.

6. **Resident’s Responsibility for Damages and Cleaning.** Resident shall be responsible for the payment of all charges and costs for maintenance, repairs, cleaning, or other services needed to restore Resident’s dwelling, another resident’s dwelling, or any other area of GHA’s property to a smoke-free condition due to smoking or smoking-related damage caused by Resident, Resident’s household member, guest, or other person under Resident’s control, regardless of whether the cause of such damage is deemed a violation of this Addendum. Smoke-related damage, including, but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling, the building, or other areas of GHA property is considered to be in excess of normal wear and tear.

7. **GHA Not a Guarantor of Smoke Free Environment.** Resident acknowledges that GHA’s adoption of a Smoke-Free Policy does not make GHA or any of its employees, representatives, contractors, or agents the guarantor of Resident’s health or of the smoke-free condition of the Resident’s unit and the common areas. However, GHA shall take reasonable steps to enforce the smoke-free terms of its Leases

and to make the complex smoke-free as is reasonably possible. GHA is not required to take steps in response to alleged smoking unless GHA has actual knowledge of any such smoking or has been given a written report or written notice of said smoking. Enforcement of GHA's Smoke-Free Policy is a joint responsibility which requires Resident's cooperation in reporting incidents smoking and/ or suspected violations of GHA's Smoke Free-Policy. Residents that report any such incidents or suspected violations are expected to cooperate with GHA's investigation and enforcement efforts in connection with any such reports. No delay or failure of GHA to enforce this Policy, shall in no way waive GHA's right to enforce this Policy for any subsequent violations of this Policy.

8. **Disclaimer by GHA.** Resident acknowledges that GHA's adoption of a Smoke-Free Policy does not in any way change the standard of care GHA 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 property. GHA 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. GHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that GHA's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Resident, Resident's household members, guests, and other persons on GHA property under Resident's control. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that GHA does not assume any higher duty of care to enforce this Lease Addendum than any other obligation under the Lease.

\_\_\_\_\_  
Resident/Head of Household      Date

\_\_\_\_\_  
Resident/Co-Head of Household      Date

Gainesville Housing Authority

By: \_\_\_\_\_      \_\_\_\_\_  
Date

Title : \_\_\_\_\_