



SMOKE-FREE AFFORDABLE HOUSING PROGRAM – LEASE ADDENDUM

1. Purpose of Smoke-Free Housing: 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: Inhaling, exhaling, breathing, burning, carrying, or possessing any lighted cigar, cigarette, pipe, electronic smoking device, other tobacco products, or other similarly lighted material causing smoke or vapor in any manner or form, including the use of medical marijuana.
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, in any of the common areas (or adjoining grounds of such building or other parts of the rental community), within 25 feet of all airways (door openings, window openings, garage doors, air intake systems), nor shall Resident permit any guests or visitors under the control of Resident to do so.
4. Resident to Promote No-Smoking Policy and to Alert Landlord of Violations. Resident shall inform Resident's guests of the no-smoking policy. Further, Resident shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Resident's unit from sources outside of the Resident's apartment unit.
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 adjoining the apartment 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 rental 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 steps to enforce the smoke-free terms of its Leases/House Rules/Addendum and to make the complex 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 a report of said smoking.
7. Effect of Breach and Right to Terminate Lease: A breach of the Lease or 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 deemed a material breach of the Lease and grounds for immediate termination of the Lease by the Property Manager/Owner. Property Manager/Owner acknowledges that in declaring the premises 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.
8. Enforcement: Enforcement of the KCHA Smoke-Free Public Housing Policy shall be as follows:
 - a. First Violation: \$25
 - b. Second Violation: \$50
 - c. Third Violation: \$100 and Final Notice Prior to Termination
 - d. Fourth or Subsequent Violations: Termination of Lease and Assistance

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 premises 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 rental property. Property Manager/Owner cannot and does not warranty or promise that the rental 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 Property Manager/Owner does not assume any higher duty of care to enforce this Lease Addendum than any other Property Manager/Owner obligation under the Lease.

Head of Household Signature / Date

KCHA Representative Signature / Date

Resident Signature / Date

Resident Signature / Date

Resident Signature

Resident Signature

Resident Signature

Resident Signature

Resident Signature

Resident Signature

Resident Signature

Resident Signature