

RCHDC Smoke-free Policy and Lease Agreement

The Resident and all members of Resident's family or household are parties to a written Lease with RCHDC. This Agreement states the following additional terms, conditions and rules which are hereby incorporated into the original Lease. A breach of this Lease Agreement shall give each party all the rights contained herein, as well as the rights in the Lease.

1. Agreement Purpose: RCHDC has elected to adopt a Smoke-free Policy for all RCHDC owned and operated rental properties. A smoke-free policy is based on recognition of the scientific evidence of the dangers of secondhand smoke as stated by the Environmental Protection Agency, the Public Health Service's National Toxicology Program and the 2006 U.S. Surgeon General's report. In addition, the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) has determined there is no filtration or ventilation system that can completely eliminate the carcinogens in secondhand smoke.

2. Definition of Smoking. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, electronic cigarette or other tobacco product or similar lighted product in any manner or in any form.

3. Smoke-free Complex. Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident's household, as well as, outside areas are smoke free. 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 inside the building or in any outside areas, except in designated smoking areas. 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 Property Manager of Violations. Resident shall inform Resident's guests of the no-smoking policy. Further, Resident shall promptly report to the Property Manager any incident where tobacco smoke is migrating into the Resident's unit from sources outside of the Resident's unit.

5. Landlord to Promote No-Smoking Policy. Landlord shall post no-smoking signs at entrances and exits, common areas, hallways, unit entrances and/or in such conspicuous places as may be appropriate to ensure effective implementation of this policy.

6. RCHDC is Not a Guarantor of Smoke-free Environment.

Resident acknowledges that RCHDC's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make RCHDC 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, RCHDC shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.

7. Effect of Violation and Right to Terminate Lease. A violation of this Lease Agreement shall give each party all the rights contained herein, as well as the rights previously outlined in the original Lease. A material breach of this Agreement shall be a material breach of the Lease and will be considered a lease violation. Continued or repeated breaches of the terms of the Lease may constitute grounds for termination of tenancy.

Tenant Acknowledgement:

I have read and understand the above no smoking policy and I agree to comply fully with the provisions provided therein.

Resident Signature: _____

Resident Signature: _____

Resident Signature: _____

Date: _____ **Unit Number:** _____

Property Manager Signature: _____