



ANN ARBOR HOUSING COMMISSION



Lease Addendum - Smoke-Free Housing

To insure the quality of air and the safety of residents in all housing owned and operated by the Ann Arbor Housing Commission, the Commission has declared that all residential buildings shall be smoke free. Smoking is not permitted in any area of the buildings both private and common, including apartments, effective July 1, 2014.

All tenants, employees, contactors and guests must abide by this policy.

The Resident and all members of the Resident's household are parties to a written lease with the Ann Arbor Housing Commission. This Addendum states the following additional terms, conditions, and rules which are hereby incorporated into the lease. A breach of this Lease Addendum shall give each party all the rights contained herein; all other Lease Provisions still apply.

1. Purpose of a Non Smoking Policy. The parties desire to mitigate the irritation and known health risks from secondhand smoke; the increased maintenance and cleaning costs; and the increased fire risk from smoking.
2. Definition of Smoking. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or form.
3. Smoke-Free Complex. Resident agrees and acknowledges that the premises to be occupied by the Resident's household have been designated as a smoke-free living environment. The Resident and all household members shall not smoke anywhere in the rental unit, within 25 feet of the exterior of any residential or office space owned or managed by the Ann Arbor Housing Commission or in any of Ann Arbor Housing Commission building interior common areas; nor shall Resident permit any guests or visitors under the control of the Resident to do so.
4. Resident to Promote No-Smoking Policy and to alert Landlord of Violations. Resident shall inform all 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 unit from outside sources.
5. Landlord to Promote No-Smoking Policy. The Landlord shall post no-smoking and or smoke free signs at entrances/exits, in common areas, hallways, and on the grounds.
6. Landlord not a guarantor of smoke-free environment. Resident acknowledges that Landlord's adoption of a smoke-free living environment, and efforts to designate the building/complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of the smoke-free condition of the Resident's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its lease and to make the building/complex smoke-free.
7. Other Residents are Third-Party Beneficiaries of Resident's Agreement. Resident agrees that the other Residents are the third-party beneficiaries of Resident's smoke-free agreements with the Landlord, meaning that Resident's commitments in this Addendum are made to the other Residents as well as to the Landlord. A Resident may sue another Resident for an injunction to prohibit smoking or for damages, but does not have the right to evict another Resident. Any suit between Residents herein shall not create a presumption that the Landlord breached this Addendum.

- 8. 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 in the Lease. A material breach of this Addendum by the Residents shall be a material breach of the lease and grounds for immediate termination of the Lease by the Landlord.
- 9. Disclaimer by Landlord. Resident acknowledges that Landlord does not and cannot guarantee or promise that the rental premises or common areas will be free of secondhand smoke. Resident acknowledges that Landlord's ability to police, monitor, or enforce this Addendum is dependent in significant part on voluntary compliance by Residents and their guests. Landlord does not assume any higher duty to enforce this Addendum than any other landlord obligation under the Lease.
- 10. Resident Certification. Each resident will receive two (2) copies of the Smoke-Free Policy. After review, the tenant will sign both copies and return one to the Housing Commission to be placed in the resident's file.
Resident failure or refusal to sign does not exempt them from this smoke-free policy.

I have read and understand the Smoke-Free Policy and I agree to comply fully with the provisions in this addendum. I understand that failure to comply may constitute reason for termination of my Lease.

Head of Household

Date

Co-Head/Other Adult Member of Household

Date

Address