



The Fairmont-Morgantown Housing Authority

NeighborWorks® HomeOwnership Center

SMOKE FREE LEASE ADDENDUM

The office of Housing and Urban Development has mandated that all HUD assisted properties become Smoke Free and implement a Smoke Free Policy. This policy will protect the Health and Safety of Residents and Staff, result in maintenance cost savings and prevent exposure to secondhand smoke.

All terms and provisions appearing in the Non-Smoking policy are specifically made a part of the Dwelling Lease in force at all properties known as those owned or managed by the Fairmont-Morgantown Housing Authority.

This policy applies to any and all persons entering any Fairmont-Morgantown Housing Authority property including residents of the property, their guests and visitors, contractors and employees.

POLICY:

1. Smoking will not be permitted in individual apartments, townhouses or common spaces of the property. "Smoke" or "smoking" means the carrying of any kind of lighted pipe, cigar, cigarette, vapor device or any other lighted smoking equipment or device.
2. Individual apartments are defined as the interior and exterior spaces tied to a particular unit. This includes but not limited to bedrooms, hallways, kitchens and bathrooms, patios, balconies, and unit entry and exit way areas.
3. Smoking will not be permitted in "Common" spaces. Common spaces will be defined as areas within the building interior that are open to the public including but not limited to entryways, community patios or balconies, lobbies, hallways, elevators, management offices, public restrooms, community rooms, community kitchens, stairwells, and any other area of a building that is accessible to employees, residents and guests.
4. Smoking will not be permitted on any Fairmont-Morgantown Housing Authority property. Smoking is not permitted inside of a vehicle that is parked on Property owned or operated by the Fairmont-Morgantown Housing Authority.
5. The Housing Authority shall inform current residents, applicants on waiting lists, Housing Authority employees, contractors, subcontractors of this policy; all of whom are responsible for following the policy.



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6. Fairmont-Morgantown Housing Authority shall post “No Smoking” signage at entrances, exits, common areas, hallways etc., and be responsible for compliance of the policy. All smoking residents and guests are required to dispose of their smoking materials properly.
7. Fairmont-Morgantown Housing Authority management, staff, and maintenance will be responsible for enforcement of the policy.
8. **Landlords not a guarantor of Resident’s wellbeing related to smoke-free environment:** Resident understands and accepts that Landlord’s adoption of a Non-smoking policy and efforts to enforce such policy do not constitute representation or guarantee by the landlord or any of its managing agents of any direct or consequential benefits to the Resident’s health or wellbeing. Landlord will take reasonable steps to enforce the policy. Landlord will address violations of the policy upon knowledge of the violation of the policy and identity of the responsible Resident.
9. **Landlord Disclaimer:** Resident understands and accepts that Landlord’s adoption of a non-smoking policy living environment and efforts to designate the property as non-smoking does not in any way modify or add to the standard of care that the landlord has under applicable law to maintain the property safe relative to air quality. Landlord makes no implied or express warranties that the air quality will be higher than other comparable rental properties as a result of the non-smoking policy. Landlord cannot and does not warranty or promise that the property will be free from second-hand smoke. Landlord’s ability to police, monitor or enforce this is dependent in significant part on voluntary compliance by Residents and their guests.
10. **Notice to Residents with Respiratory Ailments, allergies or other conditions relating to smoke:** This Addendum constitutes notice that Landlord does not assume any duty of care to enforce this Addendum any higher than that under the rental agreement.
11. After signing this agreement the resident will receive a copy and a copy will be placed in the resident file.

Policy Enforcement

1st Violation: Written warning and Smoking Cessation Materials

2nd Violation: Lease Violation and Opportunity for referral to Smoking Cessation Program (voluntary)

3rd Violation: Lease Violation and Opportunity for referral to Smoking Cessation Program (voluntary)

4th Violation: 30 day Notice to Vacate



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Resident Responsibility:

1. It shall be the Resident's (Head of Household) to inform other household members and their guests of the No Smoking Policy.
2. The Head of Household shall prohibit smoking by household members and/or guests while on the premises.
3. Failure to comply or upon repeated violations to this addendum will be cause for lease enforcement action up to and including termination of resident lease agreement.

Note: This policy is an agreement between Head of Household (spouse and all other parties to the lease) and the Fairmont-Morgantown Housing Authority

As Head of Household, I have read the non-smoking policy as written above and understand its provisions and my responsibilities. I agree to abide by these provisions fully and understand that failure to comply with any part of the above after sufficient notice of the violation shall be cause for termination of my lease. I have received a copy of this policy.

Head of Household

Date

Other Adult

Date

Other Adult

Date

Unit Address: _____, Fairmont, WV 26554.

Public Housing Manager

Date

