

**HOUSING AUTHORITY OF THE CITY OF BRADENTON
NO SMOKING LEASE ADDENDUM
TO DWELLING LEASE**

Resident: _____
Address: _____
 Bradenton, FL _____

1. No-Smoking Policy effects of secondhand smoke, Landlord is adopting the following No-Smoking Policy, which prohibits smoking of all tobacco products, including cigarettes, cigars, pipes and waterpipes (hookas) in any interior common areas, including but not limited to the community room, community bathroom, reception area, hallways, maintenance shop, stairways, offices, and within all living units, and within 25 feet of all Public Housing units and building(s) including entry ways, porches, and patios. Smoking of illegal substances such as marijuana is expressly prohibited in any interior units, common areas or nay HACB facilities. This policy applies to all residents, guests, visitors, service personnel and employees. Residents are responsible to make sure that cigarette, cigar or such butts be disposed of properly, and not thrown on the ground. As with all other trash not disposed of properly, there will be a fee charged to the head of household.

2. Definition haling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, other tobacco product or similar lighted product in any manner or in any form.

3. Landlord not a Guarantor of Smoke Free Environment adoption of a No-Smoking Policy, and the efforts to designate portions of the Property as non-smoking do not make the HACB or any of its managing agents the guarantor of Resident's health or of the smoke free condition of the non-smoking portions of the Property. However, Landlord will take reasonable steps to enforce the No-Smoking Policy. HACB is not required to take steps in response to smoking unless the HACB has actual knowledge of the smoking and the identity of the responsible Resident.

4. Landlord Disclaimer -smoking living environment, and the efforts to designate portions of the Property as non-smoking does not in any way change the standard of care that the HACB has under applicable law to render the Property any safer, more habitable or improved in terms of air quality standards than any other rental premises. HACB specifically disclaims any implied or express warranties that the Property will have any higher or improved air quality standards than any other rental property. HACB cannot and does not warranty or promise that the Property will be free from 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 Residents' guests. Residents with respiratory ailments, allergies or other condition relating to smoke are put on notice that HACB does not assume any higher duty of care to enforce this Addendum than any other HACB obligation under the rental agreement.

5. Lease violation - failure to adhere to any of the conditions of this Addendum will constitute both a material non-compliance with the rental agreement and a serious violation of the Rental Agreement. In addition to lease termination, Resident will be responsible for all costs to remove smoke odor or residue upon any violation of this Addendum.

IN WITNESS WHEREOF, the parties have executed this lease addendum this _____ day of _____, 20__.

Resident Signature: _____	Name: _____
Resident Signature: _____	Name: _____
Resident Signature: _____	Name: _____
HACB Staff Signature: _____	
Name: _____	