**Smoking Policy of the Baldwin Housing Commission, effective August 18, 2018**

**Due to the increased risk of fire, increased maintenance costs and the known health effects of secondhand smoke, smoking will be prohibited in any public housing unit, indoor common area, administrative office buildings, and outdoor areas within 25 feet from any public housing unit or administrative building. This rule applies to all residents; employees; family members; guests and service technicians. Tenants are responsible for ensuring that their family members and guests comply with this rule.**

**For the purpose of this policy, smoking is defined as: inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe or other lighted smoking device, for burning tobacco or any other plant.**

**Failure of any resident to follow the smoking policy will be considered a lease violation. Two or more violations may result in eviction.**

**LEASE ADDENDUM FOR SMOKE-FREE HOUSING**

**Tenant(s) name(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Apartment #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Tenant and all members of Tenant’s family or household are parties to a written lease with the Baldwin Housing Commission. The following additional terms, conditions, and rules are hereby incorporated in the Lease, effective August 1, 2018.**

**The purpose of the smoke free housing is the desire to mitigate the irritation and known health effects of secondhand smoke; the increased maintenance, cleaning and redecorating costs from smoking; the increased risk of fire from smoking; and the higher costs of property insurance for a non-smoke-free building.**

**Definition of smoking: inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe or other lighted smoking device, for burning tobacco or any other plant.**

**Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of the Tenant’s household have been designated as a smoke-free living environment. Tenant, members of the Tenant’s household and any guests under control of the Tenant will not smoke anywhere in or on the:**

* **Unit rented by the Tenant, including any associated patios or porches**
* **Common areas of the property, including, but not limited to, lobbies; entryways; community rooms; laundry rooms; mail rooms; hallways or offices**
* **Grounds of the property that are within 25 feet of a residential unit or administrative building**

**Landlord will post no-smoking signs in common areas and in conspicuous places on the grounds of the property.**

**Tenant acknowledges that the Housing Commissions adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Housing Commission or any of its employees guarantors of Tenant’s health or of the smoke-free condition of the Tenant’s unit and the common areas. Tenant acknowledges that the Housing Commissions ability to police, monitor or enforce the agreements of this lease addendum is dependent in significant part on compliance by the Tenants and their guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Housing Commission does not assume any higher duty of care to enforce this lease addendum than any other Landlord obligation under the lease.**

**Tenant(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Executive Director:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**