



SMOKE-FREE POLICY LEASE

ADDENDUM F

This Smoke-Free Policy Lease Addendum (this "Addendum") is made part of that certain lease (hereafter the "Lease") dated _____ between Richmond Redevelopment and Housing Authority (also "RRHA" or "Landlord") and _____ (the "Tenant"), concerning the premises located at _____, Richmond, Virginia (the "Leased Premises" or "Premises"). All applicable terms of the Lease are incorporated by reference as if fully laid out herein, and shall continue to have full force and effect.

This Addendum states the following additional terms, conditions and rules which are hereby incorporated into the Lease. A breach of this Addendum shall give each party named above all rights contained herein, as well as any of the rights in the Lease.

1. **Purpose of the "Smoke-Free Policy"**: The parties desire to mitigate (i) the irritation and known health effects of lit tobacco products; (ii) the increased maintenance, cleaning and redecorating costs from lit tobacco products; (iii) the increased risk of fire from lit tobacco products; and (iv) the higher costs of fire insurance for a non-smoke free building. In furtherance of such smoke-free policy, the parties agree as follows:
 - a. **"Prohibited tobacco product"** means (i) any item that involves the ignition and burning of tobacco leaves, including, without limitation, cigarettes, cigars, and pipes; (ii) water pipes ("hookahs") used to smoke tobacco products, to the extent not covered by the preceding clause, and (iii) electronic cigarettes.
 - b. **"Electronic cigarette"** means any electronic device that provides a vapor of liquid nicotine, with or without other substances, which simulates the use of lit tobacco products. The term shall include such devices whether they are manufactured or referred to as "e-cigarettes," "e-cigars," or "e-pipes," or under any other product or trade name.
 - c. **"Smoking"** and **"to smoke"** means using any prohibited tobacco product, as defined above.
 - d. **"Smoke"** means the smoke, fumes, or vapor generated by smoking, as defined above.
 - e. **"Restricted area"** means any location within or upon any real property owned by Landlord, whether such location is indoors or outdoors, if such location is within 25 feet from any building, door, or window existing upon such real property. Without limitation, "restricted area" specifically includes the interior or exterior of any individual public housing unit, common area, and administrative office building within or upon Landlord's real property.
3. **Use of prohibited tobacco products in restricted areas**: Tenant and members of Tenant's household shall not smoke, nor permit Tenant's guests or visitors within the control of the Tenant to smoke, in any restricted area.
4. **Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations**: Tenant shall inform Tenant's guests and visitors that smoking is not permitted in restricted areas. Further, Tenant shall promptly give Landlord a written statement of any incident where smoke is migrating into the Premises from sources outside of the Premises. Landlord will seek the source of the smoke and take appropriate action.
5. **Landlord to Promote No-Smoking Policy**: Landlord shall post no-smoking signs at entrances and exits, common areas and in conspicuous places adjoining the grounds of the Premises.
6. **Designated smoking areas**: Tenant specifically acknowledges and agrees that Landlord will not establish any location upon its properties, whether within or without a restricted area, as a designated smoking area.
7. **Smoking as breach of Lease**: A Tenant breaches this Addendum when RRHA determines the Tenant (or their household member or guest) to be smoking in a restricted area. Any breach of this

Addendum is a breach of the Lease, and the parties are afforded all rights and obligations pursuant thereto, subject to the further terms and conditions of this Addendum.

8. Remedies for breach:

- a. First breach.** Upon the first breach of this Addendum, Landlord may assess against the Tenant a fine not to exceed one hundred dollars (\$100.00).
 - b. Second breach.** Upon the second breach of this Addendum, and pursuant to Paragraph 10(E) of the Lease and Chapter 21, Section (C)(1) of the ACOP (as both may be hereafter amended), RRHA may issue the Tenant a 21-Day Notice of Non-Compliance of Lease (the "21/30 Notice"). Such 21/30 Notice shall state that if a third breach occurs within 21 days of such notice, a thirty (30) day lease termination notice will be issued.
 - c. Third breach within eighteen months.** If the Tenant breaches this Addendum at any time within eighteen (18) months from the date of the 21/30 Notice, RRHA may, pursuant to Paragraph 10(E) of the Lease and Chapter 21, Section (C)(1) of the ACOP (as both may hereafter be amended), issue the Tenant a thirty (30) day lease termination notice.
 - d. Third breach after eighteen months.** If the Tenant breaches this Addendum more than eighteen (18) months after the date of the 21/30 Notice, such breach shall be considered a "first breach" in accordance with Paragraph 8(a) of this Addendum.
- 9. Landlord Not a Guarantor of Smoke-Free Environment:** Tenant acknowledges that Landlord's execution of this Addendum do not make the Landlord or any of its managing agents the guarantor of Tenant's health, or of any smoke-free condition of the Premises or the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of this Addendum. Landlord is not required to take steps in response to smoking unless Landlord has a factual basis to believe smoking has occurred.
- 10. Disclaimer by Landlord:** Tenant acknowledges that Landlord's designation of the Community as smoke-free does not in any way change the standards of care that the Landlord or managing agent would have to a Tenant household to render Public Housing Premises designated as smoke-free any safer, more habitable or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the Public Housing Premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the Premises will be free from smoke. Tenant acknowledges that the Landlord's ability to police, monitor or enforce the provisions of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other obligation under the Lease.

Tenant's Certification:

Tenant covenants and agrees that the Smoke Free Policy which is attached to and made a part of the Lease, or are hereafter adopted by Landlord to apply uniformly to all tenants and made known to all tenants, shall have the same force and effect as covenants of the Lease and the Tenant covenants that he/she, their family members, guests and any other person under their control will observe the Smoke Free Policy as a condition of the Lease. Violations of the Smoke Free Policy may result in fines and or lease termination.

IN WITNESS WHEREOF, the parties have executed this Addendum this __ day of _____, 20__ in Richmond, Virginia.

Tenant: _____ Date: _____

Co-Tenant: _____ Date: _____

Property Address: _____

RRHA Representative: _____ Date: _____