

MARBLEHEAD HOUSING AUTHORITY
SMOKE FREE POLICY/LEASE ADDENDUM

This Addendum is incorporated into the Lease between Marblehead Housing Authority (Landlord) and (Resident). It shall also serve as the MHA Smoke Free Policy.

The present lease between the tenant referenced above and the Marblehead Housing Authority shall be amended as follows:

1. Purpose of Smoke-Free Housing: The parties desire to mitigate the irritation and known health effects caused by secondhand smoke, the maintenance, cleaning, and redecorating costs attributable to smoking and the increased risk of fire from smoking.

2. Definition of Smoking- "Smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, e-cigarette, vapor cigarette product or "vape" or any other lighted smoking device for burning tobacco, marijuana or any other plant or other lighted product in any manner or in any form.

3. No Smoking Area- Resident agrees and acknowledges that all MHA Property to be occupied by Resident and members of Resident's household have been designated as a smoke-free living environment as of December 31, 2014. Smoking shall be prohibited throughout the entire building and grounds, including but not limited to, inside of tenants' units, hallways, stairways, foyers, common rooms and facilities, decks, patios, exterior landings, front steps, entrances ways, fire escapes, basements, storage areas, parking areas, driveways, walkways, lawns, gardens, adjoining grounds and building facilities.

Resident and members of Resident's household shall not smoke anywhere in the unit rented by Resident, in the building where the Resident's dwelling is located or in any of the common areas (or adjoining grounds of such building or any other parts of the Marblehead Housing Authority property), nor shall Resident permit any guests or visitors under the control of Resident to do so.

4. Marblehead Housing Authority to Promote No Smoking Policy- Marblehead Housing Authority shall post no smoking signs at entrances and exits, common areas, and hallways and in conspicuous places on the grounds adjoining the apartment complex.

5. Marblehead Housing Authority Not a Guarantor of Smoke Free Environment- Resident acknowledges that Marblehead Housing Authority's adoption of a smoke-free living environment, and the efforts to designate the MHA Properties as smoke-free, do not make the Marblehead Housing Authority the guarantor of Resident's health or of the smoke-free condition of the Resident's unit and the common areas. However, Marblehead Housing Authority shall take every reasonable effort to enforce the smoke-free term of MHA Lease/ Smoke Free Policy and to enforce the MHA Properties as smoke-free.

6. Effect of Breach and Right to Terminate lease: A breach of this Policy/Addendum shall give each party all the rights contained herein, as well as the rights provided for in the Lease. A material breach of this Addendum by the Resident shall be a material breach of the Lease and grounds for immediate termination of the Lease by Marblehead Housing Authority.

7. Penalty or Violation of No Smoking Policy: Tenant acknowledges that the penalty for smoking may result in a Private Conference with MHA for first offense and further offenses will result in a court order to abide by the Policy. Further offenses following a court order may lead to eviction.

Resident

Date

Resident

Date

Marblehead Housing Authority

Date

Failure to sign the Smoke Free Policy/Lease Addendum does not eliminate or exclude the responsibility of Tenants to abide by the No Smoking Policy set forth by the MHA Board of Commissioners.

Board Adopted _____