

**HUDSON HOUSING AUTHORITY**  
**NON-SMOKING LEASE ADDENDUM**

This Addendum is incorporated into the Lease between the Hudson Housing Authority (HHA) and Tenant \_\_\_\_\_ of \_\_\_\_\_ Hudson, MA.

**POLICY:** It is the policy of the HHA to promote and enforce a smoke-free living environment for the protection of all tenants of the Hudson Housing Authority. HHA desires to mitigate (i) the irritation and negative health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking; and, (iii) the increased risk of fire from smoking. It is understood and acknowledged by the parties that this policy shall not be used to disqualify any applicant to the Hudson Housing Authority.

**APPLICABILITY:** This policy shall apply to all Tenants, anyone on the property, visitors, visiting nurses, home health aides, vendors, contractors, and HHA employees.

**DEFINITIONS:** The term “smoking” means inhaling, exhaling, breathing, possessing or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.

**NON-SMOKING AREA:** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant’s household and any interior common areas, including, but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, and offices, within all living units, including entryways, exterior landings, porches, balconies and patios have been designed as a non-smoking living environment. Tenant and members of Tenant’s household shall not smoke anywhere in said Non-smoking areas, including in the unit rented by the Tenant, the building where Tenant’s dwelling is located, or in any of the common areas or adjoining grounds of such building including the steps, patios or yards, nor shall Tenant permit any guests or visitors under the control of Tenant to smoke in said Non-smoking Area.

Tenants and their guests wishing to smoke outside must do so at a distance far enough away to prevent smoke from migrating into HHA units and buildings, and, far enough away from disturbing other tenant’s peaceful enjoyment of the grounds, buildings and units on HHA property.

Tenants and their guests wishing to smoke outside on HHA property shall carry a receptacle, such as an ash tray, to place extinguished smoking material in and shall dispose of it safely and properly at all times.

**COMPLIANCE:** Tenant shall inform Tenant’s guests of the no smoking rule. Tenant shall promptly give Landlord notice of any incident of smoking or migrating secondhand smoke.

**SEE REVERSE SIDE →**

**DISCLAIMER:** Tenant acknowledges the following: a) that the implementation and/or enforcement of the no smoking rule shall not make the Landlord a guarantor of Tenant's health; b) the implementation and/or enforcement of the non-smoking rule shall not, in any way, change the warranty of habitability, the covenant of quiet enjoyment, or other duty of care owed to the Tenant; and c) that Landlord's ability to police, monitor, or enforce the no smoking rule is dependent in significant part on compliance by the 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 Landlord obligation under the Lease. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's 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 unit or common areas will be free from secondhand smoke during implementation and enforcement efforts by Landlord or based on the migration of secondhand smoke originating from areas located off of the property.

**EFFECTS OF BREACH AND RIGHT TO TERMINATE LEASE:** A continuing breach of the Non Smoking Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of the Non Smoking Lease Addendum shall be a material breach of the Lease and may be grounds for termination of the Lease by the HHA in accordance with the procedures set out in the Lease.

**IMPLEMENTATION DATE:** This lease addendum shall be effective as of **AUGUST 1, 2014.**

Executed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
LHA Signature  
HUDSON HOUSING AUTHORITY

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant Signature

**SEE REVERSE SIDE →**