

**HUDSON HOUSING AUTHORITY
NORMA OLIVER VILLAGE
SMOKE FREE HOUSING POLICY**

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 product containing any amount of tobacco, marijuana, or other similar lighted product. Prohibited tobacco products are defined as: (1) Items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, and pipes and/or (2) To the extent not covered by (1) waterpipes (hookahs). The term HHA shall include the Hudson Housing Authority and its employees. The HHA shall be in compliance with all HUD and Hudson Board of Health Regulations.

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, and similar structures, within all living units, including entryways, exterior landings, porches, balconies and patios have been designed as a non-smoking living environment prohibiting the use of prohibited tobacco products. 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 areas.

Tenants and their guests wishing to smoke outside must do so at a minimum distance of 25 feet from all public housing and administrative office buildings (collectively, “restricted areas”), and must also be 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.

DESIGNATED SMOKING AREAS: The foregoing rule notwithstanding, the HHA may designate smoking areas, provided the designated area(s) are located outside of, and at least 25

feet away from, any building or other location where secondhand smoke might drift back into the building. Tenant acknowledges that the designated smoking area may be relocated from time to time or eliminated entirely at any time during the lease term.

COMPLIANCE: Tenant shall inform Tenant's guests of the Smoke Free Housing Policy. Tenant shall promptly give Landlord notice of any incident of smoking or migrating secondhand smoke.

DISCLAIMER: Tenant acknowledges the following: a) that the implementation and/or enforcement of the Smoke Free Housing Policy shall not make the HHA a guarantor of Tenant's health or of the smoke-free condition of the Tenant's apartment and the common areas; b) the implementation and/or enforcement of the Smoke Free Housing Policy 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 Smoke Free Housing Policy 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 rental premises or common areas will be free from secondhand smoke.

EFFECTS OF BREACH AND RIGHT TO TERMINATE LEASE: A continuing breach of the Smoke Free Housing Policy Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of the Smoke Free Housing Policy 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: September 1, 2018