



KING COUNTY HOUSING AUTHORITY

KCHA Non-Smoking Policy Lease Addendum

All of these terms and provisions appearing in the Non-smoking Policy are specifically made a part of the Dwelling Lease in force at the property known as _____ and are agreed to by both parties.

SCOPE: This policy applies to any and all persons entering a designated King County Housing Authority (KCHA) non-smoking property including KCHA residents, and their guests and visitors, KCHA contractors, and KCHA employees.

POLICY:

1. Smoking will not be permitted in **individual apartment homes** or the **common spaces** of a designated King County Housing Authority community or facility of any type, unless otherwise specified. "Smoke" or "smoking" means the carrying or smoking of any kind of lighted pipe, cigar, cigarette, or any other lighted smoking equipment.
2. **"Individual apartment homes" at Family Development Properties** are defined as the interior spaces tied to a particular unit. This includes, but is not limited to, bedrooms, hallways, kitchens, and bathrooms.
3. **"Individual apartment homes" at Mixed Population Properties** are defined as the interior and exterior spaces tied to a particular unit. This includes, but is not limited to, bedrooms, hallways, kitchens, bathrooms, patios, balconies, and unit entryway areas.
4. **"Common spaces"** are defined as areas within the building interior that are open to the public, including but not limited to, entryways, community patios or balconies, roof terraces, lobbies, hallways, elevators, management offices, public restrooms, community rooms, community kitchens, stairwells, parking garages and carports, and any other area of the building that is accessible to employees, residents and guests.
5. **At Mixed Population Properties:** Smoking is only permitted in areas outside the building that are a minimum of 25 feet away from the building, and shall not be permitted within 25 feet of any community park or garden area.
6. **At Family Development Properties:** Smoking is only permitted in areas outside of the building(s). Residents are free to smoke on their patio and/or unit entrance area. Smoking shall not be permitted anywhere that is within 25 feet of any community park, playground or garden area on the property. Residents are encouraged to refrain from smoking anywhere children are present.
7. The Authority shall inform current residents, applicants in waiting lists, KCHA employees and KCHA contractors and sub-contractors of this policy, all of whom are also responsible for following this policy.
8. KCHA shall post "No Smoking" signs at entrances and exits, common areas, hallways, etc., and enforce compliance with this policy.
9. All smoking residents and guests are required to dispose of their smoking materials in appropriate collection receptacles. Receptacles will be provided by KCHA.
10. KCHA management and maintenance employees will be responsible for enforcement of this policy.
11. **Landlords not a guarantor of Resident's well-being related to smoke-free environment.** Resident understands and accepts that Landlord's adoption of a Non-smoking Policy, and efforts to enforce such policy, do not constitute representation or guarantee by the Landlord or any of its managing agents of any direct or consequential benefits to the Resident's health or well-being. Landlord will take reasonable steps to enforce the Non-smoking Policy. Landlord will address violations of the policy upon Landlord's actual knowledge of the violation and the identity of the responsible Resident.

12. **Landlord disclaimer.** Resident understands and accepts that Landlord's adoption of a non-smoking living environment, and efforts to designate portions of the Property as non-smoking, do not in any way modify or add to the standard of care that the Landlord has under applicable law to maintain the Property safe relative to air quality. Landlord makes no implied or express warranties that the air quality will be higher than other comparable rental properties as a result of the Non-smoking Policy. Landlord cannot and does not warranty or promise that the Property will be free from second-hand smoke. Landlord's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Residents and Residents' guests.
13. Notice to Residents with respiratory ailments, allergies or other condition relating to smoke – This Addendum constitutes notice that Landlord does not assume any duty of care to enforce this Addendum higher than that under the rental agreement.
14. All residents will be given two (2) copies of the smoking policy. After review, the resident will sign both copies and return one to the KCHA portfolio office. The copy will be placed in the resident file.

A. Resident Responsibility.

1. It shall be the resident's responsibility to inform his/her household members, and guests of this Non-Smoking Policy.
2. The resident shall prohibit smoking by his/her household members or guests while on the premises that would violate this Policy.
3. Failure to comply, or upon repeated violations to this addendum, may be cause for lease enforcement action up to and including termination of resident lease agreement.

Note: This policy is an agreement between the Head of Household (spouse and all other a parties to the Lease) and the King County Housing Authority and needs to be signed as an addendum to the Lease.

As head of household, I have read the Non-smoking Policy as written above and understand its provisions. I agree to abide by these provisions fully, and understand that failure to comply with any part of the above after sufficient notice of the violation shall be cause for termination of my Lease. I have received a copy of this policy.

RESIDENT(S)

KING COUNTY HOUSING AUTHORITY

Head of Household (*please print*)

Manager (*please print*)

Head of Household(*Signature*) **Date**

Manager (*Signature*) **Date**

Spouse or Other Adult (1) **Date**

Community Management Office Location

Unit No.

Street Address Zip Code

Phone: _____