

GREAT BARRINGTON HOUSING AUTHORITY

2 Bernard Gibbons Drive

Great Barrington, MA 01230

Phone: (413) 274-1142 || Fax: (413) 274-1143 || Email: gtbarringtonhousingauthority@gmail.com

SMOKE-FREE LEASE ADDENDUM

This Lease Addendum shall be considered an addendum to any lease previously signed by Tenant, _____, and the Great Barrington Housing Authority (GBHA) and shall be applicable to any other addendum or extension to such a lease.

- 1. Purpose.** It is the policy of the Great Barrington Housing Authority (GBHA) to promote and enforce a smoke-free living environment in order to reduce the risk of fire, cost of unit maintenance, and to mitigate irritation and the known health effects of secondhand smoke for residents, guests, contract workers, and employees. To that end, GBHA has instituted and shall enforce a Smoke-Free Policy and Lease Addendum. This policy applies to all tenants, tenants' household members, tenants' guests, employees, and to any parties having business on the premises.
- 2. Definition of Smoking.** The term "smoking" shall be used to mean the carrying, burning, inhalation, exhalation, or breathing of any lighted pipe, cigar, cigarette, hookah, or any lighted substance or the smoke produced by a lighted substance.
- 3. Smoke-Free Complex.** Tenant acknowledges that smoking is prohibited in all buildings and common areas owned or managed by GBHA. Tenant agrees not to smoke anywhere in a unit rented by Tenant, or in any public or enclosed common area of GBHA property (included but not limited to community bathrooms, lobbies, community rooms, laundry rooms, hallways, stairways, elevators, management and administrative offices, balconies, entryways, and porches), or within twenty-five (25) feet of any building, unit, porch, deck, or common area as described above. Tenant understands that smoking may be permitted in an outdoor space that is more than twenty-five (25) feet away from any building, unit, porch, deck, or common area as described above. Tenant understands that this permission is granted with the express reservation of the Executive Director's right to prohibit smoking from any particular area(s) and that any designated smoking area may be subject to change at the Executive Director's discretion. Tenant agrees to be held responsible for the proper and clean disposal of their smoking materials and acknowledges that failure to properly dispose of smoking materials may be considered a lease violation as described below.
- 4. Promotion of the Smoke-Free Policy.** Tenant understands that GBHA will post no-smoking signs and will make available smoking cessation information and tips on how to quit smoking. Tenant understands that GBHA shall support and work with resident councils or resident groups who may wish to use community rooms within developments to hold non-smoking support groups for residents.
- 5. Tenant to Promote Smoke-Free Policy and to Alert Landlord to Violations.** Tenant understands that it is their responsibility to inform all household members and guests of the Smoke-Free Policy. Tenants understand that it is their responsibility to promptly inform the Executive Director of any incident where smoking occurs or where smoke migrates into their unit from sources outside their unit.
- 6. Great Barrington Housing Authority Not a Guarantor of a Smoke-Free Environment.** Tenant understands that the adoption of GBHA's Smoke-Free Policy does not make GBHA or any of its managing agents or contractors the guarantor of any resident's health or of the smoke-free condition of any residential unit or common area. Tenant understands that GBHA does not have the responsibility of taking

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action in response to smoking unless the Executive Director has been informed of said smoking or has been given written, substantiable notice of said smoking.

7. Lease Violations. Tenant understands that any deviation from GBHA's Smoke-Free Policy by Tenant, any member of Tenant's household, or any of Tenant's guests shall be considered a lease violation. Tenant understands that the first and second documented violations shall result in written warnings. Tenant understands that the third violation shall result in a mandatory private conference with the Executive Director during which Tenant shall discuss the reasons for the smoking violations. Tenant understands that if the matter is not resolved after the private conference, Tenant has the right to file a grievance hearing under GBHA's grievance hearing policy. Tenant understands that a fourth violation will result in immediate eviction proceedings.

8. Disclaimer by the Great Barrington Housing Authority. Tenant understands that GBHA's adoption of a Smoke-Free Policy does not in any way change the standard of care that GBHA has the responsibility of providing, and does not guarantee GBHA's properties to be any safer, more habitable, or to have higher air quality standards than any other rental property. Tenant acknowledges that GBHA cannot and does not warrant or promise that the rental premises or common areas will be completely free from secondhand smoke. Tenants acknowledge that GBHA does not assume any higher duty of care to enforce the Smoke-Free Lease Addendum than any other obligation under its Leases and Addenda. Tenant is aware that the GBHA does not assume any higher duty of care to enforce the Smoke-Free Lease Addendum than any other obligation under its Leases and Lease Addenda.

9. Applicability and Adoption. Tenant understands that no resident will be "grandfathered" out of this policy. Tenant acknowledges that its current Smoke-Free Policy (adopted on 7/20/17) and this Addendum shall supplant all previous no-smoking and smoke-free policies and lease addenda between Tenant and GBHA. Tenant acknowledges receipt of a copy of the Smoke-Free Policy in its current form as of July 20, 2017 and hereby agrees to abide by the Policy.

Tenant (sign)

Date

Tenant (print)

Executive Director (sign)

Date

Executive Director (print)