

Effective: July 1, 2018



Lease Addendum:
No Smoking Policy

All of these terms and provisions appearing in Housing Authority's Smoking Policy adopted July 1, 2018 (the Policy) are specifically made a part of the Dwelling Lease in force at the applicable property(ies) named in the Policy and are hereby agreed to by both parties.

This provision applies to any and all persons entering a Housing Authority non-smoking property, under tenant's control including tenants and their guests and visitors, contractors, and employees.

1. Smoking is not to be permitted in individual units or the interior areas of a designated Housing Authority community or facility of any type after the effective date of the Policy, unless otherwise specified. "Smoke" or "smoking" means the possession or use (carrying or smoking) of any kind of lighted pipe, cigar, cigarette, e-cigarette/vapor cigarette (ENDS), or any other lighted smoking equipment or tobacco product or other substance- controlled or uncontrolled.
2. Smoking will not be permitted in all common areas of the Housing Authority community or facility up to **25 feet from Housing Units, Buildings, Offices or Common Areas**
3. This policy covers all JHA properties, grounds and buildings, including, but not limited to park areas, parking lots, vehicles common areas, elevators, stairs, hallways, and resident unit units, both new and existing.
4. This policy applies to any and all persons entering the JHA properties including JHA residents, their guests and visitors, contractors, and JHA employees.
5. "Individual units" are defined as the interior and exterior spaces tied to a particular multi-family or single family dwelling unit. This includes, but is not limited to, bedrooms, hallways, kitchens, and bathrooms.
6. "Common spaces" are defined as areas within the building interior and exterior that are open to the public, including but not limited to entryways, community patios or balconies, roof terraces, lobbies, hallways, elevators, management offices, restrooms, community rooms, community kitchens, stairwells, sidewalks, parking lots, parking garages, carports, lands within the developments; lands owned by or under the control of the Housing Authority and any other similar area of the property that is accessible to employees, residents and guests or any other person. (At this time "Common Spaces" aren't included in this Smoke Free Policy, except interior spaces associated with "Common Spaces" ie. Community Room, Main Office)
7. The Housing Authority will inform current residents, new applicants on waiting lists, Housing Authority employees, contractors, and sub-contractors of this policy, all of whom

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are also responsible for compliance with this policy.

8. The Housing Authority will post “No Smoking” or “Smoke-Free Area” or similar signs inside residential units and other practical places to facilitate enforcement and compliance with this policy.
9. All residents will be given a copy of the smoking policy. After review, the resident will be required to sign an acknowledgement of the policy. A copy of the acknowledgement will be placed in the resident file. Current residents will be required to sign an amendment to their lease incorporating the non-smoking policy. Leases for new residents will include the non-smoking policy.
10. Although JHA prohibits smoking as noted above, there is no warranty or guaranty of any kind that units, grounds, office areas or common areas will be totally smoke free. Enforcement of JHA’s no smoking policy is a joint responsibility that requires the cooperation of residents, employees and others in reporting incidents or suspected violations of smoking.
11. Any deviation from the smoke-free policy by any tenant, a member of their household, or their guest will be considered a lease violation. A charge of \$250.00 may be charged to the tenant for each violation of the policy that occurs inside a building/unit/apartment.

RESIDENT RESPONSIBILITY

1. It will be the resident’s responsibility to inform his/her household members, and guests of this No Smoking Policy and for ensuring compliance with the policy.
2. The resident will 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 will be cause for lease enforcement action up to and including termination of resident lease agreement.
4. If a resident smells tobacco smoke in any building, they are to report this to the office as soon as possible. Management will seek the source of the smoke and take appropriate action.
5. For the health and safety of the Jacksonville Housing Authority employees and their representatives, no resident will have any type of tobacco or related product burning at such time as any employee or representative of the Housing Authority enters and remains in their housing unit. If any resident refuses to put out the burning tobacco or related product prior to the employee or representative entering the unit, or if the resident lights a tobacco or related product while an employee or representative remains in the apartment, the employee or

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representative will vacate the apartment immediately and not return until such time as there is no longer any tobacco or related product burning. This may result in a delay of services to the unit/apartment.

Note: This policy is an agreement between the head of household (spouse and all other parties to the Lease) and the Jacksonville Housing Authority and needs to be signed as an addendum to the Lease.

I have read the No 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 will be cause for termination of my Lease. I have received a copy of this policy.

RESIDENT

HOUSING AUTHORITY

Head of Household (Signature) Date

Manager (Signature) Date

Spouse or Other Adult Member Date

Management Office

Other Adult Member (2) Date

Street Address Zip Code

Unit Address

Phone