



HOUSING AUTHORITIES

CITY OF EUREKA & COUNTY OF HUMBOLDT

Executive Director-Secretary

Cheryl Churchill

735 West Everding Street, Eureka CA 95503

Phone: (707) 443-4583 Fax: (707) 443-4762 TTY: (800) 651-5111

ATTACHMENT - H

To the Conventional Properties Dwelling Lease

1. Purpose of Smoke-Free Housing: The parties desire to mitigate (i) the irritation and known health effects caused by secondhand smoke; (ii) the maintenance, cleaning and costs attributable to smoking, and (iii) the increased risk of fire from smoking.

2. Smoke: The gases, particles or vapors released into the air as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by- products except when the combusting or vaporizing material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term SMOKE includes, but is not limited to tobacco smoke, electronic cigarette vapors, marijuana smoke, and crack cocaine smoke.

3. Smoke-Free Complex: Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident's household have been designated as a smoke-free living environment. Resident and members of Resident's household shall not smoke anywhere in the unit rented by resident, in the building where the Resident's dwelling is located or in any of the common areas, or within 30 feet from any entrance, opening or exit of any enclosed area, including windows and ventilation ducts nor shall Resident permit any guests or visitors under the control of Resident do so. Other smoke- free areas include;

- Recreational and areas such as parks, picnic areas, playgrounds, sports fields, community walking paths and gardens;
- Within 30 feet of a non-smoking area;
- No person shall dispose of smoking waste or tobacco waste within the boundaries of an area in which smoking is prohibited;
- No person shall place or cause to be placed any ashtray, tobacco ash collector or receptacle in any area designated a smoke-free area;
- Multi-unit housing common areas both indoors and outdoors or patios and decks.

4. Eureka Housing Authority Not a Guarantor of Smoke Free Environment: Resident acknowledges that Eureka Housing Authority's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke free, do not make the Eureka Housing Authority the guarantor of Resident's health or of the smoke-free condition of the Resident's unit and the common areas. However, Eureka Housing



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Authority shall take reasonable steps to enforce the smoke-free terms of its Lease/House Rules and to make the complex smoke-free.

5. Effect of Breach and Right to Terminate Lease: A breach of Addendum H shall give each party all the rights contained herein, as well as the rights provided for in the Lease. A material breach of this Addendum by the Resident shall be a material breach of the Lease and grounds for immediate termination of the Lease by Eureka Housing Authority.

Eureka Housing Authority acknowledges that in declaring this unit to be smoke-free, the failure to respond by Eureka Housing Authority to a complaint filed by a Resident shall be treated as equivalent to failure to respond to a request for maintenance.

6. Disclaimer by Eureka Housing Authority: Resident acknowledges that Eureka Housing Authority's adoption of a smoke-free living environment, and the efforts to designate the rental unit as smoke-free, does not in any way change the standard care that Eureka Housing Authority would have to a resident household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Eureka Housing Authority specifically disclaims any implied or express warranties that the building, common areas, or Resident premises will have any higher or improved air quality standards than any other rental property. Eureka Housing Authority cannot and does not warranty or promise that the rental premises or common areas will be free from second hand smoke. Resident acknowledges that Eureka Housing Authority's ability to police, monitor, or enforce the agreements of Addendum H is dependent in significant part on voluntary compliance by Resident and Resident's guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Eureka Housing Authority does not assume any higher duty of care to enforce this Lease Addendum than any other Eureka Housing Authority obligation under the Lease.

Tenant

Date

Tenant

Date



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