

THE FOLLOWING TERMS, CONDITIONS AND RULES ARE HEREBY INCORPORATED INTO THE LEASE FOR THE ABOVE UNIT EFFECTIVE JULY 27, 2018 FOR ALL CURRENT TENANTS AND NEW MOVE-INS.

1. No Smoking Policy - Due to the increased risk of fire, increased maintenance costs, and the health effects of secondhand smoke, the Lafayette Housing Authority is amending the No- Smoking Policy, which prohibits smoking in any housing and administrative buildings and within 25 feet of any buildings, playground areas and basketball courts. This policy applies to all residents, guests, visitors, service personnel and employees. Residents and their guests who smoke are required to smoke outside the units only and dispose of their smoking materials in proper ashtrays or receptacles designed for the safe disposal of cigarette/cigar butts and matches.
2. Definition – The term “smoking” includes but is not limited to inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, other tobacco product or similar lighted product in any manner or in any form. This policy also includes “vaping”, “e-cigs” and “hookahs”.
3. The Lafayette Housing Authority is not a guarantor of smoke free Environment – Resident acknowledges that the Lafayette Housing Authority’s adoption of a No-Smoking policy, will not make the Lafayette Housing Authority the guarantor of Resident’s health or of the smoke free condition of the non-smoking portions of the property. However, the Lafayette Housing Authority will take reasonable steps to enforce the No-Smoking Policy. The Lafayette Housing Authority is not required to take steps in response to smoking unless the Lafayette Housing Authority has actual knowledge of the smoking and the identity of the responsible resident.
4. Lafayette Housing Authority Disclaimer – Resident acknowledges that the Lafayette Housing Authority adoption of a non-smoking living environment, does not in any way change the standard of care that the LHA has under applicable law to render the property any safer, more habitable or improved in terms of air quality standards than any other rental premises. The LHA specifically disclaims

any implied or express warranties that the property will have any higher or improved air quality standards than any other rental property. The LHA cannot and does not warranty or promise that the property will be free from secondhand smoke. Resident acknowledges that the LHA's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Residents and Resident's guests. Residents with respiratory ailments, allergies or other condition relating to smoke are put on notice that the LHA does not assume any higher duty of care to enforce this Addendum than any other LHA obligation under the rental agreement.

5. Lease Violation – Residents are responsible for the actions of their household, their guests and visitors. Failure to adhere to any conditions of this Addendum will constitute both a material non-compliance with the lease agreement and a serious violation of the Lease Agreement. In addition, resident will be responsible for all costs to remove smoke odor or residue upon any violation of this Addendum.
6. Fines for violating this policy are: 1<sup>st</sup> Offense \$75.00; 2<sup>nd</sup> Offense \$100.00; 3<sup>rd</sup> Offense \$125.00; 4<sup>th</sup> Offense \$150.00; Fifth Offense \$175.00 and 6<sup>th</sup> and subsequent Offenses \$200.00