

## **GUAM HOUSING AND URBAN RENEWAL AUTHORITY SMOKE-FREE PUBLIC HOUSING LEASE ADDENDUM NO. 2**

**POLICY:** It is the policy of the Guam Housing and Urban Renewal Authority (PHA) to seek to promote and enforce a smoke-free living environment.

**LEASE ADDENDUM:** Tenant and all members of Tenant's family or household are parties to a written Lease Agreement (herein referred to as the "Lease") with the Guam Housing and Urban Renewal Authority (herein referred to as the "PHA"). The following additional terms, conditions, and rules are hereby incorporated into the Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

- A. PURPOSE:** The parties desire to mitigate: (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.
- B. DEFINITION OF SMOKING:** The term "smoking" means inhaling, exhaling, breathing, burning or carrying any prohibited tobacco products, or similarly lighted smoking material, including marijuana, in any manner, form or derivative.
- C. SMOKE-FREE AREAS:** Tenant agrees and acknowledges that the **premises to be occupied by Tenant and members of Tenant's household, and all living units and interior common areas**, including but not limited to community bathrooms, lobbies, community rooms, laundry rooms, hallways, stairwells, management/administrative offices, electrical closets, storage units, maintenance garages, and entryways, are designated as smoke-free.

Further, Tenant agrees and acknowledges that **all outdoor areas within 25 feet of the Guam Housing and Urban Renewal Authority housing and administrative buildings** including, but not limited to patios, balconies, stairways and attached structures, are also designated as smoke-free.

Tenant and members of Tenant's household shall not smoke anywhere in said smoke-free areas, nor shall Tenant permit any guests or visitors under the control of the Tenant to smoke in said smoke-free areas.

- D. TENANT TO PROMOTE SMOKE-FREE POLICY AND REPORT SUSPECTED VIOLATION:** Tenant shall inform all of their household members, guests, and visitors of the Smoke-Free Policy. Further, Tenant shall promptly notify PHA Management in writing of any incident wherein tobacco smoke is migrating into the Tenant's dwelling unit from sources outside of the Tenant's dwelling unit.
- E. PHA TO PROMOTE SMOKE FREE POLICY:** PHA shall inform each new and current tenant of the Smoke-Free Policy at the time of Lease signing, and any time thereafter, as may be deemed appropriate. PHA will install conspicuous No Smoking signs at entrances and exits, in common areas on building exteriors noting "No Smoking", "This is a smoke-free environment", "No-smoking within 25 feet of the building", and the like.

New tenants will be required to sign a Smoke-Free Lease Addendum at the time of lease up. Current tenants will sign the Smoke-Free Lease Addendum at least 30 days before the effective date. The signed Smoke-Free Lease Addendum will be kept in the Tenant's file and a copy given to the Tenant.

**F. PHA NOT A GUARANTOR OF SMOKE FREE ENVIRONMENT:** The PHA's adoption of a Smoke-Free Policy does not make the PHA, nor any of its managing agents, the guarantor of Tenant's health, or of the smoke-free condition of Tenant's unit and common areas. However, the PHA shall take reasonable steps to enforce the smoke-free terms of its lease, and to make its properties as smoke-free as is reasonably possible.

PHA will address violations of this policy upon the PHA's actual knowledge of said smoking, or if the PHA has been given written notice of said smoking, and said notice can be substantiated. PHA may also discover violations of the policy as part of a unit inspection, or other observations by PHA personnel.

**G. EFFECTS OF BREACH AND RIGHT TO TERMINATE LEASE:** Any party who violates the terms and conditions of this Addendum shall be in material breach of the Lease Agreement, and subject to the termination of the Lease by the PHA, in accordance with the procedures set out in the Lease Agreement. A material or continuing breach of this Addendum shall be a material breach of the Lease, and grounds for termination of the Lease by the PHA, in accordance with the procedure set out in the Lease.

**H. DISCLAIMER BY HOUSING AUTHORITY:** The PHA's adoption of a Smoke-Free Policy does not in any way change the standard of care that the PHA would have to a tenant household to render buildings and premises designated smoke-free any safer, more habitable, or improved, in terms of air quality standards, than any other rental property. PHA specifically disclaims any implied or expressed warranties that the building, common areas or tenant's premises will have any higher or improved air quality standards than any other rental property. The PHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke.

Tenant acknowledges that PHA's ability to police, monitor, or enforce the agreements of the Smoke-Free Policy is dependent, in significant part, on voluntary compliance by all tenants and their household members and guests. Tenants with respiratory ailments, allergies, or a physical or psychological condition relating to smoke, are put on notice that the PHA does not assume any higher duty of care to enforce the smoke-free lease addendum, than any other PHA obligation under the Lease.

**I. ADDENDUM BINDING ON TENANTS:** Each tenant must execute this Addendum as a condition of residency in GHURA's residential units. Failure of the tenant to execute this Addendum does not eliminate or exclude the responsibility of tenants to abide by the Smoke-Free Housing Policy as adopted by the Board of Commissioners on \_\_\_\_\_.

**J. EFFECTIVE DATE:** This Smoke-Free Lease Addendum No. 2 shall be effective on \_\_\_\_\_.

\_\_\_\_\_  
Printed Name of PHA Manager

\_\_\_\_\_  
Tenant Name, Printed

\_\_\_\_\_  
Signature/Date of PHA Manager/Representative

\_\_\_\_\_  
Tenant Signature/Date