

Cheyenne Housing Authority Smoke Free Lease Addendum

The following additional terms, conditions and rules are hereby incorporated into the Public Housing Lease dated _____ between the Cheyenne Housing Authority as Landlord, and _____ as tenant (“the Lease”). Beginning _____, any material breach of the terms, conditions, or requirements of this Addendum shall be a material breach of the Lease and grounds for termination of the Lease by the Cheyenne Housing Authority. Capitalized terms used in this Addendum shall have the meaning given in the Lease.

1. No smoking shall be permitted by the Tenant, members of the Tenant’s household or any of the Tenant’s Guests within the Dwelling Unit or anywhere within or upon the Premises, which includes the building or complex in which the Dwelling unit is located, the common areas, grounds and parking lots; except smoking shall be permitted outside but not within 20 feet of any window, door or other entryway to the building or Dwelling unit, or such greater distance as may be necessary to ensure that the second-hand smoke does not infiltrate any Dwelling unit. Tenant, members of the Tenant’s household, and all guests of the Tenant must also comply with all terms of the Cheyenne Housing Authority’s Smoke Free Housing Policy as adopted on _____. Tenant shall inform all of Tenant’s Guests of these smoking prohibitions.
2. “Smoking” is defined as the lighting, burning, inhaling, exhaling or other similar uses of tobacco or any other material in any type of smoking device or equipment. This includes, but is not limited to, cigarettes, electronic cigarettes, clove cigarettes, cigars, pipes, hookahs, bidis, and any item or device that simulates any of these products.
3. Tenant acknowledges that Landlord’s adoption of a smoke-free policy, and the Landlord’s efforts to designate the Premises as smoke-free does not in any way change the standard of care that the Landlord would have to Tenant to render the Dwelling Unit any safer, more habitable, or improved in terms of air quality than any rental property in which smoking is permitted. Landlord specifically disclaims any implied or express warranties that the Dwelling Unit or Premises will have any higher or improved air quality than any rental property in which smoking is permitted. Landlord cannot and does not represent, warrant, promise or guarantee that the Dwelling Unit or Premises will be free from secondhand smoke. Tenant acknowledges that Landlord’s ability to police, monitor, or enforce a smoke-free policy is dependent in significant part on voluntary compliance by Tenant, Tenant’s Guests and other Residents of the Premises. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Landlord does not assume any higher duty of care to enforce this Addendum or any similar Addendum to any other Lease for any other Dwelling Unit within the Premises.

RESIDENT CERTIFICATION

I/We have read and understand the Cheyenne Housing Authority Smoke-Free Lease Addendum and agree to comply fully with its provisions. I/We understand that failure to comply may constitute reason for termination of my/our Lease with the Cheyenne Housing Authority.

All household members, 18 years of age or older, must sign below

Resident Name (please print)	Resident Signature
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Resident Name (please print)	Resident Signature
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Resident Name (please print)	Resident Signature
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Resident Address	Apartment Number
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Cheyenne Housing Authority Representative	Date
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