



## NO SMOKING POLICY

Tenants and all members of Tenant's family or household are parties to a written lease with the Housing Authority of the City of El Paso, TX. (HACEP). This Policy states the following additional terms, conditions and rules which are hereby incorporated into the Lease.

### Purpose

HACEP desires to 1) mitigate the irritation and known health risks from secondhand smoke; 2) reduce and eliminate the increased maintenance and cleaning costs caused by smoking within the residence; and 3) reduce and eliminate the increased risk of a fire caused within the residence due to smoking.

### Definitions

**"Smoking"** means engaging in an act that generates smoke, such as: possessing a lighted pipe, a lighted hookah pipe, a lighted cigar, or a lighted cigarette of any kind; or lighting or igniting a pipe, a hookah pipe, a cigar, or a cigarette of any kind.

**"Smoke"** includes, but is not limited to, tobacco smoke, marijuana smoke, and smoking any other products, legal or illegal.

**"Tobacco product"** means any substance containing tobacco leaf, and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body, but does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence.

### No Smoking Policy

Smoking anywhere inside the dwelling units or building of the apartment community is strictly prohibited. All forms of smoking inside any dwelling unit, building or interior of any portion of the community area is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of the Lease Agreement.

This policy extends to, but is not limited to, the leasing offices, building interiors, and hallways, building common areas, dwelling units, all interior areas of the community and all other spaces whether in the interior of the community or in the enclosed spaces on community grounds.

Even though smoking may be permitted in outdoor areas of the apartment community, HACEP reserves the right to direct that occupants, family, guests, and invitees stop smoking in those areas if smoke is entering a dwelling or building or if it is interfering with the health, safety or welfare or disturbing the enjoyment of the premises, or business operations of HACEP, other residents, or guests.

**HACEP to Promote No Smoking Policy:** HACEP shall post "No Smoking" signs at the entrance and exits, in common areas, and in conspicuous places on the grounds of the apartment complex.

**Compliance:** Enforcement of this no-smoking policy is a joint responsibility that requires occupants' cooperation in reporting incidents or suspected violations of smoking. Occupants must report violations of the no-smoking policy before HACEP is obligated to investigate and act, and occupants must cooperate with HACEP in prosecution of any violation. HACEP shall take reasonable steps to ensure compliance with the terms and provisions of this Policy.

Residents shall be responsible for informing guests, visitors, invitees and/or service contractors of the No Smoking Policy and shall ensure they comply with this No Smoking Policy. Residents will be financially responsible for any costs incurred by HACEP due to violation(s) of the No Smoking Policy by guests, visitors and/or service contractors. Further, residents shall promptly notify HACEP of any incident of smoking or migrating secondhand smoke.

**Disclaimer:** By signing the Public Housing Dwelling Lease Agreement, which incorporates this Policy, Resident acknowledges the following: a) that the adoption and/or enforcement of the no smoking rule shall not make HACEP a guarantor of resident's health or of the smoke-free condition of the resident's apartment and the common areas; b) the adoption and/or enforcement of the no smoking rule shall not, in any way, change the warranty of habitability, the covenant of quiet enjoyment, or other duty of care owed to the resident; and c) that HACEP's ability to police, monitor, or enforce the no smoking rule is dependent in significant part on compliance by the resident and resident's guests. HACEP is not required to take steps in response to smoking unless HACEP receives a notice of the presence of cigarette smoke, via agent, personal knowledge, and/or written notice by a resident. HACEP specifically disclaims any implied or express warranties that the building, common areas, or resident's premises will have any higher or improved air quality standards than any other rental property. HACEP cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke.

**Lease Violation:** Residents are responsible for the actions of their household, their guests and visitors. Failure to adhere to any of the conditions of this policy will constitute both a material non-compliance with the Lease Agreement and a serious violation of the Lease Agreement. In addition to eviction, residents who violate this policy will be financially responsible for any damage resulting from smoking, such as increased maintenance, cleaning and turnover costs.

**Acknowledgement:** By signing the Public Housing Dwelling Lease Agreement, residents acknowledge that a violation could lead to termination of right of possession or the right to occupy the dwelling unit and premises. If Resident or someone in Resident's household is a smoker, Resident should carefully consider whether you will be able to abide by the terms of this Policy. Before signing Resident must advise HACEP whether anyone who will be living in the dwelling is a smoker.

Check one of the following boxes:

- Neither Resident nor anyone who will be living in the dwelling unit is a smoker.
- Someone in the household is a smoker; however, occupant(s) agree to follow the no smoking policy.

**Resident Certification:** I have read and understand the No Smoking Policy and I agree to comply fully with its provisions. I understand that failure to comply may constitute cause for termination of my lease.

_____	_____
Head of Household	Date
_____	_____
Spouse/Co-Head	Date
_____	_____
Other Adult	Date
_____	_____
Other Adult	Date
_____	_____
Other Adult	Date
_____	_____
Other Adult	Date