

San Diego Housing Commission

**ADDENDUM J
NON-SMOKING POLICY**

The Residential Rental Agreement (the "Agreement") dated _____ between San Diego Housing Commission, as Landlord or Agent (hereinafter "Landlord"), and **Resident Name**, as Resident ("Resident"), of real property located at **Address**, San Diego County, California (the "Premises"), is hereby amended to include the following terms and conditions. If the Premises is a unit in a multi-family complex, the Premises and the complex are collectively referred to as "the Property." If the premises is a single family residence, "the Property" refers to the Residence alone.

1. Due to the irritation and known health effects of secondhand smoke, the increased maintenance, cleaning and redecorating costs from smoking, and the increased risk of fire and insurance costs associated with smoking, upon Housing Authority approval, Landlord is adopting the following Non-Smoking Policy as described in this addendum effective February 1, 2014.

2. Resident agrees and acknowledges that the entire Property has been designated as a non-smoking living environment. Resident agrees that he/she will not smoke anywhere on the Property including within all living units, and within 25 feet of building(s) on the Property, including entry ways, porches, balconies and patios, interior, and any interior common areas, including but not limited to community rooms, community bathrooms, community lobbies, reception areas, hallway, laundry rooms, stairways, offices and elevators.

3. Resident further acknowledges and agrees that smoking is prohibited in the interior of their Premises.

4. "Smoke or Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, or lighted cigarette of any kind, or the lighting of a pipe, cigar, or cigarette of any kind, including, but not limited to, tobacco, or any other weed or plant.

5. This policy applies to all residents, guests, and visitors. A material breach of the Non-Smoking Policy will be a material breach of the Agreement and grounds for immediate termination of the Agreement and your tenancy.

6. Landlord is not required to take steps in response to smoking unless Landlord has actual knowledge of the smoking and the identity of the resident. Resident acknowledges that Landlord's adoption of a Non-Smoking Policy, and the efforts to designate portions of the Property as non-smoking do not make Landlord nor our related parties guarantee or warranty of the smoke-free condition, the health of you or your related parties, or the Property will be free from secondhand smoke. Resident acknowledges that Landlord makes no implied or express warranties that the Premises or Property will have higher air quality standards than any other areas or any way changes the standard of care that the Landlord has under applicable law to render the Premises or Property any safer or more habitable. Furthermore, Landlord reserves the

right to change or eliminate the Non-Smoking Policy in the future including at its own discretion designating portions of the Property as designated smoking areas. Resident acknowledges that current residents may not be under the same smoke-free restrictions.

Except as expressly amended in this Non-Smoking Policy Addendum, the Agreement, as previously amended and supplemented, shall remain in full force and effect and unamended by this Non-Smoking Policy Addendum.

SAN DIEGO HOUSING COMMISSION

_____ AUTHORIZED AGENT	_____ Date
_____ Resident	_____ Date
_____ Resident	_____ Date
_____ Resident	_____ Date
_____ Resident	_____ Date
_____ Resident	_____ Date
_____ Resident	_____ Date