

## **Annie B. Rose House Smoke-Free House Rules and Regulations**

Tenant and all members of Tenant's family or household are parties to a written lease with Landlord (the Lease). These House Rules and Regulations states the following conditions, and house rules which are hereby incorporated into the Annie B. Rose House Rules and Regulations.

A breach of these rules and regulations shall give each party all the rights contained herein, as well as the rights in the Lease.

### **1. Purpose of No-Smoking Policy.**

The purpose of these rules and regulations is to promote the safety and welfare of all tenants in the premises and foster the general health and wellbeing of all persons in the premises.

Further, these rules and regulations are intended to mitigate (i) the irritation and known health risks from secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; and (iii) the increased risk of fire from smoking.

### **2. Definition of Smoking.**

The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.

### **3. Smoke-Free Complex.**

Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant, members of Tenant's household and guests/invitees shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

### **4. Tenant to Promote No-Smoking Policy and to alert Landlord of Violations.**

Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.

### **5. Landlord to Promote No-Smoking Policy.**

Landlord shall post no-smoking and/or smoke free signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the apartment complex.

## **6. Landlord not a guarantor of smoke-free environment.**

Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents or employees the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of these rules and regulations and to make the complex smoke-free. Landlord shall not be required to take steps in response to smoking *unless* Landlord is put on notice of the presence of cigarette smoke, via agent, personal knowledge, and/or written notice by a Tenant.

## **7. Effect of Breach and Right to Terminate Lease.**

A breach of these rules and regulations shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of these rules and regulations by the Tenant, the Tenant's family members or guests/invitees shall be a material breach of the lease and grounds for immediate termination of the Lease by the Landlord. Landlord acknowledges that in declaring this building(s) (or portion of the building) to be smoke-free, the failure to respond by Landlord to a complaint filed by the tenant shall be treated as equivalent to a request for maintenance by such tenant.

## **8. Disclaimer by Landlord.**

Tenant acknowledges that Landlord's adoption of a smokefree living environment, and the efforts to designate the rental complex as smokefree, does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of these rules and regulations is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. 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 rule than any other landlord obligation under the Lease.