

Pennington County Housing

and Redevelopment Commission

1805 West Fulton Street
Rapid City, SD 57702
(605) 394-5350

RESIDENTIAL LEASE

1. PARTIES AND DWELLING UNIT

The Housing and Redevelopment Commission of the county of Pennington, hereinafter referred to as "Management," hereby leases to , hereinafter referred to as "Resident," dwelling unit located at

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to be used and occupied only by the following persons:

Members	Relationship	Gender	Birth Date	SS No.
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Any additions to the household members listed above require the advance written approval of Management. This includes live-in aides and foster children or adults, but excludes natural births. Management shall approve the additions if they pass the screening. Deletions from the household shall be reported to Management within ten (10) days.

2. INITIAL PERIOD OF LEASE

This lease shall begin at 12:01 a.m. o'clock on the 1st day of September, 2008, and end on at midnight on the 31st day of August, 2009.

3. TERM OF LEASE.

Following the initial period of this lease as set forth above, the lease shall automatically be renewed for additional periods of one year each, unless terminated by either party as prescribed herein.

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4. AMOUNT, DUE DATE AND MANNER OF RENTAL PAYMENTS.

Monthly rent of **\$59.00** shall be due on the first day of each month beginning September, 2008.

This rent is based on the Management-determined flat rent for this unit.

This rent is based on the income and other information reported by the Resident.

Families may change rent calculation methods at any recertification. Families who have chosen the flat rent option may request a reexamination and change to the formula-based method at any time if the family's income has decreased, their on-going expenses for such purposes as child care has changed or any other circumstances that create a hardship for the family that would be alleviated by a change.

This rent will remain in effect unless adjusted in accordance with the provision of Section 8 of this lease. If the Resident does not pay the full amount of the rent shown in paragraph 4 by the 7th day of the month, thereafter, Management may collect \$20.00 during the month it is due. Management may collect a fee of \$10.00 on a check or electronic payment that is not honored for payment. The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Resident. Assessment and collection of late fees and return check charges shall not be considered to be a waiver of the Management's right to terminate this lease for non-payment or late payment of rent. Rent may be paid by check or money order made payable to the Pennington County Housing and Redevelopment Commission. Cash will not be accepted. All payments are to be made to the office at 1805 West Fulton Street, Suite 101, Rapid City, South Dakota, 57702. While rents stated herein are referred to as "monthly", due to rent adjustments, recertification or periodic change of rent calculation, the same shall not effect the stated term or terms of this lease that may be other than monthly.

5. SECURITY DEPOSIT.

Resident agrees to pay \$_____, as a security and cleaning deposit, to be used by Management at the termination of this lease for reimbursement of the cost of repairing any intentional or negligent damage to the dwelling unit by Resident, his/her family, dependents or guests, and any rent or other charges owed by Resident. Payment of the security and cleaning deposit is to be made prior to occupancy. Management agrees to return the security and cleaning deposit to the Resident within fourteen (14) days after the termination of the tenancy and receipt of Resident's mailing address, provided that Resident has met the following criteria: The Resident has fulfilled the terms of the lease; all rent is paid in full; the unit has been thoroughly cleaned; there are no damages to the unit; and the Resident has given Management thirty (30) days written notice of termination (if Resident terminated this lease). Management may retain such portion of the deposit as necessary to remedy defaults of Resident in the payment of rent or of other funds due Management pursuant to this lease or to repair any damage caused by Resident. Within forty-five (45) days after termination of the tenancy, upon request of the Resident, Management shall provide Resident with an itemized accounting of any deposit withheld.

Management may not deduct any portion of the security and cleaning deposit, and this deposit may not be used to pay rent or other charges while Resident occupies the dwelling unit. Resident cannot withhold rent and expect the security deposit to be applied to rent due.

Nothing stated herein shall be construed to limit Management's rights or remedies in the event of default by Resident but shall instead be considered to be in addition to any such rights Management may have at law or equity.

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6. UTILITIES.

- (a) Management shall provide the following utilities at no charge to Resident. All other utilities shall be the responsibility of the Resident.

___ Water and Sewer up to a maximum of ___ CCF

___ Garbage Collection

___ Electricity up to a maximum of ___ KWH

___ Natural Gas

Utility Allowance and maximum usage, where applicable, will be set according to Management's approved utility allowance schedule. This schedule shall be posted in the Housing Management office. Revisions to allowances and charges shall be effective upon 30 days written notice from management.

- (b) Management will not be responsible for failure to furnish utilities by reason of any cause beyond Management's control.
- (c) Resident shall comply with any water conservation rules required by Management in order to meet local water restrictions.

7. SERVICE AND EQUIPMENT.

At no cost beyond the monthly rent specified above, the following service and equipment will be provided by Management.

- (a) Services:

(1) Garbage and trash removal from authorized receptacles will be provided and multifamily developments.

- (b) Equipment:

(1) Stove and refrigerator will be provided

(2) Lawn sprinklers and hoses will be furnished. Lawn mowers may be checked out at the maintenance shop.

8. REDETERMINATION OF RENT AND DWELLING SIZE.

(a) Once each year as requested by Management, Residents paying income based rent agree to furnish, in a timely manner, such accurate information and certifications to Management regarding family composition and income as may be necessary for Management to make determinations with respect to rent eligibility, and appropriateness of dwelling size. Residents paying a flat rent shall be re-certified every three years.

(b) Resident's dwelling unit and rent, as fixed in Section 1 and 4 hereof or as adjusted pursuant to the above, will remain in effect for the period between regular re-determinations unless during each period:

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- (1) Resident can show a change in circumstances (such as a decline in annual income or change in family composition) which would justify a reduction in rent or increases in dwelling size or such other circumstances a would create a hardship situation.
- (2) It is found that Resident has misrepresented to Management the facts upon his/her rent is based, so that the rent he/she is paying is less than should have been charged. If this is found, an increase in rent will be made retroactive, due and payable within thirty (30) days from the date of notice of the increase. Willful misrepresentation may result in lease termination at the option of Management.
- (3) Resident's anticipated annual income increases by \$1200 or more. Increases must be reported immediately.

(c) In the case of a rent increase, the adjustment will become effective the 1st day of the 2nd month following that in which the change occurred except that if any adjustment is to be made according to Subparagraph (b) (2) above, then the rent increase may be made retroactive as provided in said paragraph. In the case of rent decrease, the adjustment will become effective the 1st day of the month following the date the change is submitted to management. Resident agrees to execute an amendment to this lease reflecting any rental adjustment made pursuant to this section.

(d) If rent is adjusted pursuant to the above, Management will mail or deliver a "Notice of Rent Adjustment" to the Resident, in accordance with Section 16 below.

(e) If Management determines that the size of the dwelling unit is no longer appropriate for the Resident's family size and composition, Resident agrees to transfer to a dwelling unit of appropriate size based on family composition, and to execute a new lease reflecting the transfer and any rental change associated therewith upon appropriate notice from Management that such a unit is available.

9. MANAGEMENT OBLIGATIONS.

Management agrees:

- (a) To keep project buildings, facilities, and common areas, not otherwise assigned to Resident for maintenance and upkeep, in a clean and safe condition;
- (b) To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- (c) To make necessary repairs to premises;
- (d) To maintain in good and safe working order and condition, heating, electrical, plumbing, sanitary, ventilating, and other facilities and appliances, including elevators (if applicable), supplied or required to be supplied by Management;
- (e) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of the individual Resident or family) for the deposit of garbage, rubbish and other waste removed from the premises by Resident in accordance with Section 10 (g) below;
- (f) To maintain the premises and the project in a decent, safe and sanitary condition.

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10. RESIDENT'S OBLIGATION AND RIGHT TO USE.

Resident shall have the right to exclusive use and occupancy of the lease premises. Failure to comply with obligations of the lease will be considered substantial non-compliance and may result in lease termination. The Resident agrees:

(a) Not to assign this lease, not to sublet or transfer possession of the premises;

(b) Not to provide accommodations to boarders or lodgers;

(c) Not to use or permit the use of the dwelling unit for any purpose other than as a private dwelling for Resident and household members listed in Section 1 of this Lease. This provision does not exclude reasonable accommodation of Resident's guests or visitors for a period not to exceed fourteen (14) days within a forty-five (45) day period without prior written approval by Management;

(d) To abide by the Management's necessary and reasonable regulations for the benefit and well being of the housing project and the Residents which regulations shall be posted in the Office of Housing Management and are incorporated into this lease by reference;

(e) To live in and physically occupy the leased premises, as their sole residence, except for reasonable periods of rehabilitation, or recuperation, and to notify Management in writing, whenever Resident knows that the leased premises will be unoccupied for a period of seven (7) days or longer;

(f) To keep the Dwelling Unit and such other areas as may be assigned to the Resident for Resident's exclusive use in a clean and safe condition;

(g) To dispose of all garbage and rubbish from the dwelling unit and adjacent patios in a safe and sanitary manner; to permit no garbage or other waste material to accumulate within the dwelling unit, and to maintain the dwelling unit in a condition which is at all times sanitary and free of health or safety hazards;

(h) Not to litter the grounds or common areas of the property;

(i) Resident shall be responsible for keeping his or her children or children of guests under disciplined control while the children are within the boundaries of the project; and to abide by city and Management curfews;

(j) To comply with all obligations imposed upon Resident by applicable provisions of building and housing codes materially affecting health and safety;

(k) To use only in a reasonable manner (according to local custom and usage) all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities and appurtenances including elevators; and to give Management prompt notice of any defects in the above mentioned;

(l) To refrain from, and to cause his or her household and guests to refrain from destroying, defacing, damaging or removing any part of the premises or project;

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(m) To pay reasonable charges (other than for normal wear and tear) for the repair of damage to the premises. These charges will be based on time and material necessary to make the repair(s). Such charges shall be due and collectible in full on the first day of the month following the month in which the charge is incurred;

(n) To act, and to cause household members or guests to act, in a manner which will not disturb other Residents' or neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition;

(o) To maintain required utility services in their name.

(p) To refrain from, and to cause his or her household and guests to refrain from any actual or threatened physical or verbal abuse of management's staff, contractors, or representatives;

(q) To abide by and cause other persons who are on the premises with his/her consent to abide by the rules and regulations as set forth in the curfew and trespassing policies;

(r) To perform required community service or be exempt there from;

(s) To allow inspections as required by Management;

(t) To assure that the Resident, any member of the household, a guest, or another person under the Resident's control, shall not engage in:

(i) Any criminal or violent activity, that threatens the health, safety, or right to peaceful enjoyment of management's public housing premises by other Residents or employees of Management, or

(ii) Any drug-related criminal activity on or off such premises.

(iii) Any alcohol abuse that Management determines interferes with the health, safety, or right to peaceful enjoyment of Management's public housing premises by other Residents or employees of management.

Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy and for eviction from the unit.

For purposes of this provision, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802.

For purposes of this section, criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Management's public housing premises by other Residents or employees of Management shall include, but not be limited to any of the following serious misconduct on, in, adjacent to, or in reasonable proximity so as to place occupants in fear of the leased premises or projects:

(1) Physical assault or the threaten of physical assault to any person whatsoever;

(2) Illegal use of a firearm or other weapon or the threat to use an illegal firearm or other weapon;

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(3) Illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance;

(4) Sexual molestation, debauchery of a minor, prostitution and other similar or related serious misconduct.

(5) Any activity which is part of a pattern of street gang activity as the same as defined by state law or local ordinance.

(u) Not to repair, alter, change, remodel or paint the premises or any part of the property in any manner, without the expressed written consent of Management;

(v) To transfer to an appropriate dwelling unit based on family composition, in accordance with Section 8 (e) of this lease;

(w) Resident agrees that all rules and regulations imposed by Management and made known to Resident in writing or posted in a conspicuous place on the premises shall have the same force and effect as if they were contained in this Lease;

(x) To maintain the grounds and landscaped areas in front, sides, and rear of individual dwelling. Such maintenance will include mowing and trimming of lawns, edging of walks and backs of curbs and watering, weeding and cultivation of lawns and shrub beds and keeping walks and porches free from snow and ice.

11. HAZARDOUS DEFECTS.

If the premises are damaged to the extent that conditions are created which are hazardous to life, health or safety of the occupants of the dwelling unit:

(a) Resident shall immediately notify Management of the damage;

(b) Management shall be solely responsible for repair of the unit within a reasonable time. If the damage was caused by the Resident, his or her household or guests, the reasonable cost of the repairs shall be charged to the Resident, and shall be due and collectible as set forth in Section 10(m) above.

(c) Management shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable period of time;

(d) Management shall abate the Resident's rent amount in proportion to the seriousness of the damage and loss in value as a dwelling in the event repairs are not made in accordance with subsection (c) of this Section, except that no abatement of rent shall occur if the Resident rejects the alternative accommodations or if the damage was caused by Resident, his or her household or guests.

12. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS.

(a) Management and Resident shall inspect the premises prior to commencement of occupancy by Resident. Management shall furnish Resident with a written statement of the condition of the premises, the dwelling unit

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and the equipment provided with the unit. The statement shall be signed by Management and Resident.

(b) Management shall inspect at the time Resident vacates the unit and shall furnish Resident a statement of any charges to be made in accordance with Section 10 (m) hereof. Resident and/or representative may join in such inspection except when Resident vacates without notice to Management.

13. ENTRY OF PREMISES DURING OCCUPANCY.

(a) Management shall, upon reasonable advance notification to the Resident, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance for making improvements or repairs, or to show the premises for re-leasing. A written statement specifying the purpose of Management's entry, delivered to the premises at least two (2) days before such entry shall be considered reasonable advance notification. The requirement of reasonable advance notification shall be deemed to have been satisfied if the resident has given advanced written or verbal permission to Management to enter at a specific time.

(b) Management may enter the premises at any time without advance notification when there is reasonable cause to believe that an emergency exists or a repair request has been made by the Resident.

(c) In the event that Resident and all adult members of the household are absent from the premises at the time of entry, Management shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.

14. PETS.

Common household pets (as defined in the pet policy) will be allowed in all public housing units with prior approval, payment of a pet deposit (if applicable) and the execution of a pet policy.

No part of this Section 14 shall be applicable to animals that are used to assist the handicapped. These animals are not considered to be pets, but rather aids necessary to insure the independence of handicapped individuals. This exclusion applies to animals that reside in Management's developments as well as to animals that visit these developments. Nothing herein contained shall limit or impair the rights of handicapped individuals under federal, state or local law.

15. PARKING.

Resident understands and agrees that parking is provided for only one (1) vehicle per dwelling unit in the site parking lots, provided that the vehicle is in operating order and is licensed. Vehicles of guests shall be parked on the street unless a visitor's space is designated. If Resident owns more than one vehicle, only one vehicle shall be allowed in the parking lot; the other(s) must be parked elsewhere. No vehicle may be parked or stored on the project premises and/or the surrounding areas, other than designated parking areas. No vehicle parts, or untitled or unlicensed vehicles may be parked or placed upon the premises.

16. LEGAL NOTICES.

Any notice to Resident required herein will be sufficient if delivered in writing to Resident personally or to an adult member of Resident's household residing in the dwelling unit, or by (1) mailing notice by first class mail properly addressed to Resident, postage prepaid, (2) hand-delivered by Management, or (3) service by local

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law enforcement authority. Notice to Management must be in writing, delivered or mailed by First Class mail, properly addressed and postage prepaid to the Pennington County Housing and Redevelopment Commission, 1805 W. Fulton Street, Suite 101, Rapid City, South Dakota, 57702.

17. TERMINATION OF LEASE.

(a) Management shall not terminate or refuse to renew this lease other than for serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the tenant obligations set forth in this lease or for other good cause. Further cause for termination of tenancy shall include:

(i) Any drug-related or other criminal activity as defined in Section 10 (t) of this lease.

(ii) A determination at any time by Management that the Resident or any member of Resident's household is now or has, within the last three years, been a "street gang member" as defined by state law or local ordinance; or that the Resident or any member of Resident's household has allowed any one or more street gang members onto the lease premises for any duration of time for any purpose.

(iii) Determination or discovery that a Resident is a registered sex offender will be cause for immediate termination.

(b) Management shall give written notice of lease termination of:

(i) Fourteen (14) days in case of failure to pay rent;

(ii) A reasonable time considering the seriousness of the situation (but not to exceed thirty (30) days) when the health or safety of other Residents or Management's employees is threatened; and

(iii) Thirty (30) days in any other case.

(c) The notice of lease termination to Resident shall state specific grounds for termination and shall inform the Resident of Resident's right to make such reply as he may wish. The notice shall also inform the tenant of the right to examine Management documents directly relevant to the termination or eviction. The notice shall also inform the Resident of Resident's grievance procedure except upon termination for criminal activity or drug-related criminal activity as defined in this lease.

(d) This lease may be terminated by Resident at any time by giving thirty (30) days advance notice, in the manner specified in Section 16. **If Resident does not give Management thirty (30) days notice prior to vacating, Management may charge the Resident up to thirty (30) days rent from the day notice was in fact given to Management.** This shall be in addition to and not in limitation of any of Management's rights or remedies at law or equity in the event of Resident breach or default.

(e) Resident agrees to leave the dwelling unit in a clean and good condition, with reasonable wear and tear excepted, and to return the keys to Management when he or she vacates.

(f) Notice of termination by either party pursuant to this Section 17 may be given on any day of the monthly rental period, and shall be effective on the date the notice is received in the office.

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18. GRIEVANCE PROCEDURE.

All disputes concerning the obligations of the Resident or Management shall (except in the case of criminal activity or drug-related criminal activity as defined in this lease) be resolved in accordance with the Management grievance procedure posted in the project office and incorporated in this lease by this reference.

19. MODIFICATIONS TO LEASE.

Any modification or change in this lease shall be in writing, signed by both Management and Resident; provided, however, that rent or dwelling unit adjustments made in accordance with Section 8 of this lease shall be effective whether or not a written modification to this lease has been signed.

Changes to posted rules or regulations, and schedules of special charges for services, repairs and utilities, may be made by Management, and shall be effective thirty (30) days after written notice is given to each affected Resident, setting forth the proposed modification, and providing the Resident and opportunity to present written comments which shall be taken into consideration by Management prior to the proposed modification becoming effective. A copy of such notice shall be delivered to each tenant as described in Section 16 above, and copies shall be posted in a conspicuous place within the project, and shall be available at the office of Management.

20. THE TENANT HANDBOOK.

The Handbook issued to the Resident is incorporated herein by this reference and shall be considered a part of this lease and with the lease agreement shall constitute the entire agreement between Management and the Resident. No changes herein shall be made except in writing, signed and dated by both parties.

21. DISCRIMINATION PROHIBITED.

Management shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State and local laws.

22. ATTACHMENTS TO THE LEASE.

The Resident certifies that the Management has provided, and the Resident has received, a copy of this Lease Agreement and the following Attachments to this Lease, indicated by the Resident's initials. The Resident further understands that these Attachments are incorporated herein by this reference and are part of the Lease Agreement.

- ____ a. Computer Generated Worksheet
- ____ c. Tenant Handbook
- ____ e. Unit Inspection Report
- ____ g. Grievance Procedure

- ____ b. Applicant/Tenant Certification
- ____ d. Curfew and Trespassing Policies
- ____ f. Pet Policy (if applicable)

IN WITNESS WHEREOF, the parties have executed this Residential Lease, this ____ day of _____, ____ at Rapid City, South Dakota.

Head of Household:

Management:

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MOLD ADDENDUM

1. Mold and Mildew. Resident acknowledges that it is necessary for Resident to maintain appropriate climate control, keep dwelling unit clean, and take necessary measures to retard and prevent mold from accumulating in the dwelling unit. Resident agrees to clean and dust the dwelling unit on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any heating, ventilation or air-conditioning ducts. Resident also agrees to report immediately in writing to Management: (1) any evidence of a water leak or excessive moisture in the dwelling unit, common hallways, storage rooms, garages or other common areas; (2) any evidence of mold that cannot be removed with a common household cleaner; (3) any failure or malfunction in heating, ventilation or air-conditioning, and (4) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the dwelling unit and Resident's personal property as well as any injury to Resident and all occupants of the dwelling unit resulting from Resident's failure to comply with the terms of this Mold Addendum.

2. Violation of Rules. If Resident or any occupant violates any rule or provision of this Mold Addendum, such shall be considered a serious violation of a material term of the Lease Agreement and shall constitute grounds for termination. Upon written notice from Management, Resident must immediately comply with all rules and provisions of this Mold Addendum. Management also has all other rights and remedies set forth in the Lease Agreement, including damages, eviction, and attorney fees to the extent allowed by the law.

3. Liability for Damages, Injuries, Cleaning, etc. Residents under the Lease Agreement are fully responsible and liable for the entire amount of all cleaning expenses incurred by Management to remove mold from the dwelling unit as well as all damages to the dwelling unit caused by mold. Management, not the Resident, will arrange for these services. If a part or parts of the dwelling unit cannot be satisfactorily cleaned or repaired, Resident must pay Management to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

4. General. This Mold Addendum is considered part of the Lease Agreement. In the event of any conflict between the terms of this Mold Addendum and the terms of the Lease Agreement, the terms of this Mold Addendum shall control. The Resident who signed the Lease Agreement must sign this Mold Addendum.

Date Head of Household

Date

Management

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SMOKE DETECTOR ADDENDUM

1. This agreement is an addendum and part of the Lease Agreement and/or any lease renewals or extensions relating to the premises.
2. The dwelling unit includes one or more smoke detectors.
3. It is agreed that Resident will test the smoke detector within one hour after occupancy and inform Management immediately if detector(s) is not working properly. Resident understands that in order to test the smoke detector, it is necessary to push the "test" button on the detector for about five seconds. To be operating properly, the alarm will sound when the button is pushed.
4. It is further agreed that the Resident will be responsible for testing the smoke detector(s) at least once every week. If there is no sound after performing the test, Resident agrees to inform Management immediately in writing of any deficiencies.
5. Resident understands that if said smoke detector(s) is battery operated, it shall be the Resident's responsibility to insure that the battery is in operating condition at all times. If, after replacing the battery, smoke detector(s) will not operate, Resident must inform Management immediately in writing.
6. Resident shall not remove batteries from any smoke detector except to replace the same and hereby agrees to indemnify and hold Management harmless from any damages, claims or demands of any kind that arise from Resident's improper removal.

Date Head of Household

Date Management

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Smoke-Free Lease Addendum

This addendum is made to that certain Residential Lease between _____ (Resident) and the Pennington County Housing and Redevelopment Commission (Management) and shall be applicable to any extensions thereof. Resident and Management acknowledge and agree that the following additional terms and provisions shall be a part of the Residential Lease:

1. Smoke-Free Complex. Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident's household have been designated as a smoke-free living environment. Resident and members of Resident's household shall not smoke anywhere in the unit rented by the Resident, or the building where the Resident's dwelling is located or within twenty feet of any entrance to the building, nor shall Resident permit any guests or visitors under the control of Resident to do so.
2. Purpose of No-Smoking Policy. The parties desire 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.
3. 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.
4. Management not a guarantor of smoke-free environment. Resident acknowledges that Management's adoption of a smoke-free living environment policy, and the efforts to designate the rental complex as smoke-free, do not make Management or any of its managing agents the guarantor of Resident's health or of the smoke-free conditions of the Resident's health or of the smoke-free condition of the Resident's unit and the common areas. However, Management shall take reasonable steps to enforce smoke-free terms of its leases and to make the complex smoke free. Any complaint by Resident to Management shall be treated as equivalent to a request for maintenance.
5. Effect of Breach and Right to Terminate Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, the rights in the Lease, and any other rights available at law or equity. A breach of this Addendum by the Resident shall be deemed a serious violation and a material breach of the lease and therefore shall be grounds for immediate termination of the Lease by Management.
6. Disclaimer by Management. Resident acknowledges that Management's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that Management or managing agent would have to a Resident 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. Management 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. Management cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that Management's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Management does not assume any higher duty of care to enforce this Addendum than any other management obligation under the Lease.
7. Effect on Current Residents. Resident acknowledges that current residents residing in the complex under a prior lease will not be immediately subject to the No-smoking Policy. As current residents move out, or enter into new leases, the smoke-free policy will become effective for their unit or new lease.

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Management

Resident

Date

Date