

**PARK CITY COMMUNITIES  
NO SMOKING LEASE ADDENDUM**

Date \_\_\_\_\_ Development \_\_\_\_\_ Unit # \_\_\_\_\_

Head of Household \_\_\_\_\_

Date of Move-In \_\_\_\_\_ Effective Date \_\_\_\_\_

The following terms, conditions and rules are hereby incorporated into the lease for the above unit effective \_\_\_\_\_ for new move-ins and \_\_\_\_\_ for current residents.

1. No Smoking Policy —HUD Final Ruling 24 CFR 965 & 966 requires each public housing agency administering public housing to implement a smoke free policy. Therefore, due to the increased risk of fire, increased maintenance costs, and the health effects of secondhand smoke, Park City Communities is adopting the following No-Smoking Policy, which prohibits smoking in any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, hallways, laundry rooms, stairways, offices and elevator, within all living units, and within [ 25 feet] of building(s) including entry ways, porches, balconies and patios. This policy applies to all residents, guests, visitors, service personnel and employees.
2. Definition —The term "smoking" means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, vaping device, e-cigarette, water pipes and any other item that involves the ignition and burning of tobacco leaves and other tobacco products or similar lighted products in any manner or in any form.
3. Park City Communities (PCC) is not a guarantor of smoke free Environment —Resident acknowledges that the PCC's adoption of a No-Smoking policy will not make PCC the guarantor of Resident's health or of the smoke free condition of the non-smoking portions of the property. However, PCC will take reasonable steps to enforce the No- Smoking Policy. PCC is not required to take steps in response to smoking unless the PCC has actual knowledge of the smoking and the identity of the responsible resident.

4. Park City CommunitiesDisclaimer - Resident acknowledges that PCC's adoption of a non-smoking living environment, does not in any way change the standard of care that PCC has under applicable law to render the property any safer, more habitable or improved in terms of air quality standards than any other rental premises. PCC specifically disclaims any implied or express warranties that the property will have any higher or improved air quality standards than any other rental property. PCC cannot and does not warranty or promise that the property will be free from secondhand smoke. Resident acknowledges that PCC's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Residents and Resident's guests. Residents with respiratory ailments, allergies or other condition relating to smoke are put on notice that PCC does not assume any higher duty of care to enforce this Addendum than any other PCC obligation under the rental agreement.
5. Lease violation —Residents are responsible for the actions of their household, their guests and visitors. Failure to adhere to any conditions of this Addendum will constitute both a material non-compliance with the lease agreement and a serious violation of the Lease Agreement. In addition, resident will be responsible for all costs to remove smoke odor or residue upon any violation of this Addendum.

\_\_\_\_\_  
Signature, Head of Household

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other member of Household

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, Management Staff

\_\_\_\_\_  
Date