
ATTACHMENT H:

NO SMOKING POLICY

The Community is a smoke-free environment and has adopted the following No Smoking Policy.

- 1. Purpose of No Smoking Policy.** Provider desires to alleviate:
 - a. the irritation and known health effects of secondhand smoke;
 - b. the increased maintenance, cleaning and redecorating costs from smoking;
 - c. the increased risk of fire from smoking; and
 - d. the higher fire insurance costs for a non-smoke-free building.
- 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. This also applies to E Cigarettes.
- 3. Smoke-Free Complex.** The premises to be occupied by Resident and members of Resident's household have been designated as a smoke-free living environment. Resident shall not smoke anywhere in Resident's Apartment or in the Community, including in any of the common areas, parking lot, garage or outdoor spaces. Resident shall also not permit Resident's guests or visitors to smoke in any of these locations.
- 4. Residents to Promote No Smoking Policy and to Alert Provider of Violations.** Resident shall inform Resident's guests of the Community's No Smoking Policy. Resident shall promptly give to Provider a written statement of any incident in which tobacco smoke is migrating into Resident's Apartment from sources outside of Resident's Apartment or of any other violations of this No Smoking Policy.
- 5. Provider to Promote No Smoking Policy.** Provider shall post "no smoking" signs at entrances to the Community and in conspicuous places adjoining the building.
- 6. Provider Not a Guarantor of Smoke-Free Environment.** Resident acknowledges that Provider's adoption of a smoke-free environment at the Community, and its efforts to designate the buildings as smoke-free, do not make Provider a guarantor of Resident's health or of the smoke-free condition of Resident's Apartment and the common areas.
- 7. Effect of Breach and Right to Terminate Lease.** A breach of this No Smoking Policy by Resident shall constitute of material breach of Resident's Assisted Living Contract with Provider and grounds for termination of the Assisted Living Contract.
- 8. Disclaimer by the Provider.** Resident acknowledges that Provider's adoption of this No Smoking Policy does not in any way change the standard of care that Provider has to Resident. In electing to designate the Community as smoke-free, Provider assumes no additional obligation to render the Community any safer, more habitable or improved in terms of air quality standard than any other rental premises. Provider

specifically disclaims any implied or express warranties that the buildings, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. Provider cannot and does not warranty or promise that the Community or any other areas will be free from second hand smoke. Resident acknowledges that Provider's ability to police, monitor or enforce this No Smoking Policy 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 Provider does not assume any higher duty of care to enforce this No Smoking Policy than any other Provider obligation in the Assisted Living Contract.

Resident(s) Signature: _____

Date: _____

Date: _____