Housing Authority of the City of Superior, Wisconsin
1219 North Eighth Street
P.O. BOX 458
SUPERIOR, WI 54880
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Superior Housing Authority
Smoke-Free Policy
Effective January 1, 2022

1. **Purpose of Smoke-Free Policy:** The parties desire to diminish (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.

2. **Definition of Smoking:** The term "smoking" means inhaling, exhaling, breathing, or carrying or possessing any lighted cigarette, cigar, pipe or other tobacco product or similar lighted product in any manner or in any form including e –cigarettes.

3. **Non-Smoking Area:** Resident agrees not to smoke in any public housing living units and/or interior areas (including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, storage areas and similar structures), as well as in any outdoor areas on SHA Property EXCEPT designated smoking areas, if available on that property. Failure to comply with this policy may result in fines and/or lease termination. Residents are also responsible for enforcing this policy with their guests, visitors and vendors.

4. **Resident to Promote Smoke-Free Policy and to Alert Landlord of Violations:** Resident shall inform Resident's guests, visitors and vendors of the smoke-free policy.

5. **Landlord Not a Guarantor of Smoke-Free Environment.** Resident acknowledges that Landlord's adoption of a non-smoking living environment does not make the Landlord or any of its managing agents the guarantor of Resident's health or of the non-smoking condition of the Resident's unit and the common areas. However, Landlord shall take reasonable steps to enforce the non-smoking terms of its leases and to make the Non-Smoking Area as smoke-free as is reasonably possible. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.

6. **Health and safety of the Superior Housing Authority employees and their representatives:** No resident shall have any type of tobacco or related product burning at such time as any employee or representative of the SHA enters and remains in your apartment unit. If any resident refuses to put out the burning tobacco or related product prior to the employee or representative entering the apartment, or if the resident lights a tobacco or related product while an employee or representative remains in the apartment, the employee or representative shall vacate your apartment immediately and shall not return until such time as there is no longer any tobacco or related product burning. This is a breach of the Policy and an offense. This may also result in a delay of services in your apartment.

7. **Effect of Breach and Right to Terminate Lease:** A breach of the Policy shall give each party all the rights contained herein, as well as the rights contained in the Lease. A material or continuing breach of the Policy shall be a material breach of Lease and grounds for termination of the Lease by SHA. Effects of a breach of Policy are as follows:

   First Offense: 5-day Notice
   Second Offense: 14- day Notice

8. **Disclaimer by Superior Housing Authority:** Resident acknowledges that SHA adoption of a smoke-free living environment, does not in any way change the standard of care that the SHA 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. SHA 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. SHA cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that SHA's ability to police, monitor, or enforce the agreements of Policy is dependent in significant part on voluntary compliance by Resident and Resident's guests, as well as by other residents and guests in other parts of the Smoke-Free Area. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that SHA does not assume any higher duty of care to enforce this Policy than any other landlord obligation under the Lease.

APPLICANT DATE	APPLICANT DATE
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