
Use and Occupancy Agreement Smoke-Free Addendum

Employee and all members of Employee's family or household are parties to a written Use and Occupancy Agreement with Hospital (the "Agreement"). This Addendum states the following additional terms, conditions and rules which are hereby incorporated into the Agreement. A breach of this Smoke-Free Addendum shall give each party all the rights contained herein, as well as the rights in the Agreement.

1. Purpose of No-Smoking Policy. The parties desire to mitigate (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 any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.

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

4. Employee to Promote No-Smoking Policy and to Alert Hospital of Violations. Employee shall inform Employee's guests of the no-smoking policy. Further, Employee shall promptly give Hospital a written statement of any incident where tobacco smoke is migrating into the Employee's unit from sources outside of the Employee's apartment unit.

5. Hospital to Promote No-Smoking Policy. Hospital shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the apartment complex.

6. Hospital Not a Guarantor of Smoke-Free Environment. Employee acknowledges that Hospital's adoption of a smoke-free living environment, and the efforts to designate the complex as smoke-free, do not make the Hospital or any of its managing agents the guarantor of Employee's health or of the smoke-free condition of the Employee's unit and the common areas. However, Hospital shall take reasonable steps to enforce the smoke-free terms of its Use and Occupancy and Lease Agreements and to make the complex smoke-free. Hospital is not required to take steps in response to smoking unless Hospital knows of said smoking or has been given written notice of said smoking.

7. Other Residents are Third-Party Beneficiaries of Employee's Agreement. Employee agrees that the other residents at the complex are the third-party beneficiaries of Employee's smoke-free addendum agreement with Hospital. (In layman's terms, this means that Employee's commitments in the Addendum are made to the other residents as well as to Hospital.) An

Employee may sue another resident for an injunction to prohibit smoking or for damages, but does not have the right to evict another resident. Any suit between Employee herein and other residents shall not create a presumption that the Hospital breached this Addendum.

8. Effect of Breach and Right to Terminate Agreement. A breach of this Smoke-Free Addendum shall give each party all the rights contained herein, as well as the rights in the Agreement. Failure of the Employee to abide by the terms of this smoke-free notice, after written notice to cease, shall constitute a substantial breach of the covenants of this Agreement and Addendum and a substantial violation of the Hospital's rules and regulations, and shall be grounds for eviction. Employee shall be held responsible for any damage of any nature to the premises arising from its violation of the no-smoking provisions of this Addendum, including but not limited to the cost of cleaning, steam cleaning or replacing carpet or draperies that have been damaged or contain an odor from smoking, repainting dirty walls or repairing burns to flooring, walls or countertops or for any increase in insurance costs.

9. Disclaimer by Hospital. Employee acknowledges that Hospital's adoption of a smoke-free living environment, and the efforts to designate the complex as smoke-free does not in any way change the standard of care that the Hospital or managing agent would have to a Employee 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 premises. Hospital specifically disclaims any implied or express warranties that the building, common areas, or Employee's premises will have any higher or improve air quality standards than any other residential property. Hospital cannot and does not warranty or promise that the premises or common areas will be free from secondhand smoke. Employee acknowledges that Hospital's ability to police, monitor, or enforce the terms of the Agreement and this Addendum is dependent in significant part on voluntary compliance by Employee and Employee's guests. Employees with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Hospital does not assume any higher duty of care to enforce this Addendum than any other Hospital obligation under the Agreement and Addendum.

10. Effect on Current Employees. Employee acknowledges that current Employees residing in the complex under a prior lease or use and occupancy agreement will not be subject to the No-Smoking Policy.

HOSPITAL

EMPLOYEE
