

Smoke-Free Lease Addendum

1. **Purpose of Non-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.
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.
3. **Non-Smoking Area.** Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident's household and any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevator, within all living units, and **within a 25 feet from building(s)**, including entry ways, porches, balconies and patios that have been designated as a Non-smoking living environment. Resident and members of Resident's household shall not smoke anywhere in said Non-Smoking Area, including in the unit rented by Resident, the building where Resident's dwelling is located, or in any of the common areas or adjoining grounds of such buildings, nor shall Resident permit any guests or visitors under the control of Resident to smoke in said Non-Smoking Area.
4. **Resident to Promote Non-Smoking Policy.** Resident shall inform their guests of the non-smoking policy. Residents are encouraged to promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Resident's unit from sources outside of the Resident's unit.
5. **Landlord to Promote Non-Smoking Policy.** Landlord shall post no-smoking signs at entrances and exits, in common areas, and in conspicuous places adjoining the grounds of the Non-Smoking Area.
6. **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.
7. **Effect of Breach and Right to Terminate Lease.** A breach of this Lease Addendum shall give each party all the rights and obligations contained herein, as well as the rights and obligations contained in the Lease. A material or continuing breach of this Addendum shall be a material breach of the Lease and grounds for termination of the Lease by the Landlord. **Tenant acknowledges that the remedy for smoking within the apartment will be a Warning/Cease notice. 3 Warning/Cease Notices constitutes commencement of the eviction process for material breach of the Lease Agreement.**
8. **Disclaimer by Landlord.** Resident acknowledges that Landlord's adoption of a non-smoking living environment, does not in any way change the standard of care that the Landlord or managing agent would have to a resident household to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord 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.

Landlord cannot and does not warrant or promise that the rental premises or common be free from secondhand smoke. Resident acknowledges that Landlord's ability to police, monitor, or enforce the agreements of Addendum 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 Non-Smoking Area. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease.

9. **Effective Date.** This Smoke free Housing Policy will be effective on April 1, 2017.

Tenant Acknowledgement:

I have read and understand the above no smoking policy/lease addendum and I agree to comply fully with the provisions provided therein.

Tenant

Date

Co-Tenant

Date

Property Manager/LBHA Official

Date

HOUSING AUTHORITY OF THE CITY OF
LONG BRANCH

PARKING POLICY

Adopted: March 23, 2020

Resolution No.: 03-03-2020

I. Introduction

This Parking Policy applies to all persons who desire to park vehicles in parking lots owned and/or operated by the Housing Authority of the City of Long Branch ("LBHA").

The LBHA has the right to regulate parking in the parking lots it owns or operates, in order to ensure the orderly, safe, fair, and efficient use of the lots. The ability to park in an LBHA parking lot is a privilege, not a right, granted by the LBHA. The LBHA may, at any time, alter, change, redesign, or deny a parking space; alter, change, or amend the use of the parking spaces; or close any of the parking lots or portions thereof. The LBHA may take any action it deems appropriate to ensure the orderly and safe use of the parking lots.

II. Parking Rules

A. Parking Permit Required:

1. No one may park a vehicle in an LBHA parking lot unless the LBHA grants permission to park or issues a parking permit for that vehicle.
2. Tenants must complete and submit a "Parking Application", a copy of which is attached hereto and incorporated herein, for each vehicle and receive an authorization before parking in any LBHA parking lot.
3. Parking Applications will be renewed at recertification on an annual basis, subject to section II-A (9) of this policy.
4. Tenants of LBHA are entitled to at least one parking permit per household, not to exceed two (2) permits per household, based upon circumstances and availability of parking spaces.
5. Each vehicle must be owned by, and registered to, a Tenant or Household Member of LBHA.
6. Tenant must present and keep current the following information: vehicle insurance, driver's license, and a current vehicle registration. This information must be presented to the LBHA as a requirement for the LBHA to consider issuing a parking permit.
7. The permit, currently in the form of a sticker, must be permanently affixed to the inside of the front windshield on the left (driver's) side of the vehicle.
8. Parking permits are NOT transferable from one vehicle to another.
9. Parking permits will be issued annually at the time of recertification.
10. Tenant must notify manager immediately:
 - a. When license plate number is changed
 - b. When vehicle is no longer owned by tenant.
 - c. When tenant first obtains a vehicle that is to be parked on LBHA property.
 - d. Upon review, LBHA may require Tenant to modify the Parking Application and provide other updated information or may deny request for additional parking permit.

B. Display of Authorizations:

1. Parked vehicles must clearly display license plates, a valid New Jersey State Vehicle Inspection Sticker, and an LBHA parking sticker at all times. If the Tenant

is new to LBHA with out-of-state registration and license plate for vehicle, Tenant must obtain New Jersey registration and plates within thirty (30) days or as required by law.

2. A vehicle displaying an expired registration insignia, expired license plate, or an invalid inspection sticker, no sticker or otherwise illegally parked, will be towed at the expense of the owner.

C. **Parking Spaces for Persons with Disabilities:** The LBHA has designated parking spaces for persons with disabilities (i.e., marked as "Handicap Parking" on the blacktop or on an erected sign.)

1. If parked in a space designated for person with disabilities (see #3 below), in addition to an LBHA parking sticker, the vehicle must also display a valid New Jersey State Parking Placard or license plate for Persons with Disabilities.
2. The designated parking spaces are intended for general use by persons who possess a handicap placard or handicap license plate. They are to be utilized on a temporary basis by those person(s) with a valid New Jersey State Parking Placard for Persons with Disabilities; these spaces are not "assigned" to any person or Tenant.
3. On occasion, upon request and clearance of ADA requirements, LBHA may be able to designate and assign a parking space to an individual household, based on the number of available and unassigned ADA parking spaces within a complex.
4. Any vehicle parked in a designated parking space without a valid New Jersey State Parking Placard or license plate for Persons with Disabilities will be TOWED. No exceptions.

D. **Reserved Parking Spaces:**

1. The LBHA has reserved some of its parking spaces for particular purposes (i.e. staff parking, guests or Executives of LBHA).
2. Any vehicle parked in a reserved parking spot without authorization from the LBHA will be TOWED. No exceptions.

E. **General Parking Spaces:**

1. A general parking space is any parking space which is not designated for persons with disabilities or reserved for particular purposes by way of a posted sign.
2. Any vehicle that displays a valid LBHA parking sticker may be parked in any general parking space at any LBHA parking lot.
3. Parking is on a first come first serve basis.

F. **Permitted Usage:**

1. Parking spaces are for personal vehicles that are used on a routine and regular basis.
2. Parking spaces may not be used for long-term vehicle parking and/or vehicle storage.

3. Commercial Vehicles, trailers, motor homes, and buses owned and used by Tenants may not park in any LBHA parking lot.
- G. **Parking Restrictions:**
1. Parking is permitted only in marked parking spaces.
 2. Unauthorized and/or improperly parked vehicles are subject to removal by towing at the owner's expense. This includes: any vehicle blocking another vehicle; occupying more than one parking space; blocking emergency vehicle ingress or egress; or blocking access to fire hydrants, fire lanes, accessible walkways, curb cuts, or trash removal areas.
 3. Motorcycles must be parked in a designated parking space.
- H. **Vehicle Repair Prohibited:**
1. ONLY EMERGENCY REPAIRS – Flat tire or battery replacement.
 2. Washing of vehicles, including motorcycles, is NOT permitted in any LBHA parking lot or on the premises of the LBHA.
 3. Vehicles under repair cannot be left on flatbeds, jacks or other surfaces for more than one (1) hour.
- I. **PARKING AT OWNER'S RISK: THE USE OF ANY PARKING LOT OWNED AND/OR OPERATED BY THE HOUSING AUTHORITY OF THE CITY OF LONG BRANCH IS SOLELY AT THE VEHICLE OWNER'S OWN RISK, AND THE HOUSING AUTHORITY OF THE CITY OF LONG BRANCH ASSUMES NO RESPONSIBILITY OF ANY NATURE WITH RESPECT TO THE VEHICLE OR ITS CONTENTS. THIS PROVISION SHALL NOT BE DEEMED TO HAVE BEEN WAIVED BY ANY ACTION OF THE HOUSING AUTHORITY OF THE CITY OF LONG BRANCH OR ITS EMPLOYEES.**
- J. **Parking Lot Maintenance:**
1. Vehicles must be moved, relocated, and/or removed at all times specified by LBHA for parking area cleaning and repairs.
 2. Vehicles must not leak fluids on the pavement such as oil & gasoline. If vehicle does leak fluids, Tenant will be responsible for the cleanup of the fluids and any cost occurred by LBHA and cleanup of the fluids, including pavement repair.
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- K. **Revocation of Parking Permit:** LBHA reserves the right to revoke parking permits due to violation(s) of the Parking Policy, allowing the use of the permit by any unauthorized person or vehicle, or for any justifiable reason.
- L. **Termination of Parking Authorization:** Permission to park terminates when the parking sticker expires, the tenant moves out, or the parking permit is revoked or not renewed. Parking permits cannot be transferred in any manner for any reason. Parking permits may not be bequeathed.

Housing Authority of the City of Long Branch
Parking Policy

Adopted: March 23, 2020
Resolution No. 03-03-2020

M. **Vehicle Removal:**

1. LBHA reserves the right to remove from its parking lots, without notice and at the vehicle owner's expense, any vehicle illegally parked or deemed to constitute a clear danger to persons or property.
2. LBHA further reserves the right to remove a vehicle from its parking lots, without notice and at the vehicle owner's expense, any vehicle that does not have a valid parking permit and/or any vehicle parked in violation of the Parking Policy.

N. **Modification:** LBHA reserves the right to modify this Parking Policy at any time.

I hereby acknowledge that I have received the Housing Authority of the City of Long Branch Parking Policy. I agree that I will comply with all aspects of this policy and understand that any violation of this policy may result in the revocation of my parking privileges and/or the towing of my vehicle.

✓ Date: _____

X Signature: _____

X Print Name: _____

Parking Application

1. Name: _____
2. Address: _____
3. Vehicle Identification Number (VIN): _____
4. Vehicle Year, Make, Model and Color:

5. License Plate State and Number: _____
6. N.J. Driver's License Number: _____

You must return this application form to the LBHA administrative office along with copies of your current vehicle registration, N.J. driver's license, and automobile insurance identification card.

✓ Date: _____ ✕ Signature: _____

Pennrose Management Company
230 Wyoming Avenue, Kingston, PA 19704
Tel: 570-287-2151 Fax: 570-283-1574

**INSTALLATION ACKNOWLEDGEMENT
OF CARBON MONOXIDE DETECTOR/SMOKE DETECTOR**

✓ **PROPERTY:**

✗ **RESIDENT NAME:** _____

✗ **UNIT #/ADDRESS:** _____

✓ I _____, am the resident and/or leaseholder of the above captioned apartment. I hereby acknowledge that Pennrose Management Company has installed in the unit an operating carbon monoxide detector/smoke detector.

I hereby agree to notify management immediately if the detector sounds an alarm or malfunctions. Furthermore, I accept the financial responsibility for the carbon monoxide detector if it is removed from my apartment or damaged at any time during my tenancy.

✗ **Signed** _____
Resident

✗ **Date:** _____

Witnessed: _____
Manager/Super

Date: _____