



Smoke-free Housing Options

for Sarpy County
and surrounding areas

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Current Law - Areas that should be SMOKE-FREE

Certain areas of multifamily units should already be smoke-free. According to the Nebraska Clean Indoor Air Act, common areas or any general use areas of rental apartment buildings including the following must already be smoke-free:

- Entry or exit areas
- Lobby areas
- Restrooms
- Laundry rooms
- Recreational rooms
- Elevators
- Gyms
- Indoor swimming pools
- Common traffic areas

For questions concerning the new Nebraska Clean Indoor Air Act, which was implemented on June 1, 2009, please contact your local health

department or the Nebraska Department of Health and Human Services. You can find out how to contact them in the “For More Information” section of this booklet.

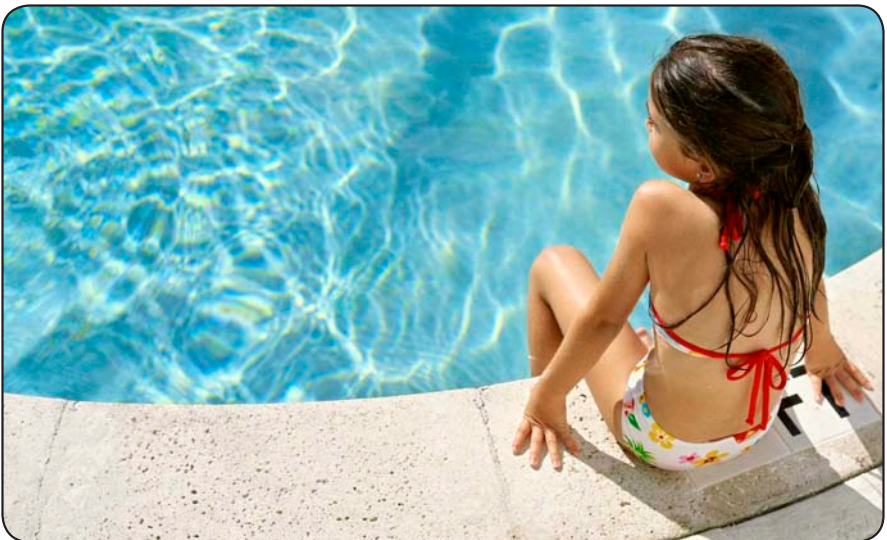


SMOKE FREE

SARPY COUNTY

Come Home to Fresh Air

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It's Your Decision to Designate Smoke-Free Units

"The reason that I have kept my buildings smoke-free is that smoking is a major cause of fire fatalities," said Shirley Weber, California owner who has offered all of her rental units as smoke-free since 1980.¹⁶

Smoke-free living is a benefit that not all landlords or property managers can advertise says Chapin Sellin, apartment manager of The Landings Apartments in Bellevue. When Sellin asked for tenant feedback on smoke-free living, the response was, "...We want smoke-free living options."



"When no one has smoked or had a pet in an apartment, it will be a cleaner living environment than if they did smoke or house pets. After pet owners and smokers move out, there is a greater need for painting, replacing carpet, and generally cleaning the physical space they occupied.

Even with diligent care, it is extremely difficult to remove 100% of the residual odors. In addition, smoke doesn't stay confined in the apartment where it is introduced; second hand smoke can creep throughout the building into other apartment homes and the communal living spaces. A smoke-free environment is a healthy living environment; one which renters deserve to have as an option." Alan Spaulding, co-owner of @Home Apartments in Minneapolis, Minnesota.

"Health benefits and cost to renovate a unit where smoking was allowed, top the reasons why we are now requiring a portion of our facilities to be free of smoke," said Sellin.



It's Your Decision to Designate Smoke-Free Units

Renters Who Smoke Don't Get Special Treatment

Owners/managers can designate apartment units or common spaces to be free of secondhand smoke. If fear of discrimination laws is a concern, the following facts should be kept in mind:

- It is legal for apartment managers/owners to designate common areas, certain apartments or all of the apartments in a building as smoke-free.
- People who smoke are not protected under Nebraska's anti-discrimination laws.
- Apartment owners have the legal right to restrict or prohibit smoking in their building, just as they are free to prohibit pets.

See the "Liability Issues" section for more information on housing laws and legal rights.

Q: Wouldn't a smoke-free policy illegally and unfairly discriminate against smokers?

A: No! There is no constitutional or other legal right to smoke. Smokers are not a legally protected group. Like other activities that cause annoyance, irritation, or health problems, smoking - even in private dwellings - can be regulated or prohibited outright. The property manager, owner, or owner's association can implement a smoke-free policy. In fact, a non-smoker with a serious breathing disability or smoke

allergy has legal protection. Smoking is a behavior, not a predetermined characteristic, like race or sex. A building owner/manager has every right to restrict or prohibit smoking in his/her building. As long as the policy is enforced unilaterally and is not used to selectively eliminate a protected minority, the policy is valid and legal.



A legitimate argument that an owner/manager can use is that smoking is a fire hazard and adds maintenance expenses due to damage to carpets, drapery, and paint.

Q: I can't tell people what to do in their home, can I?

A: Most buildings do restrict behavior to some degree, whether that involves pets, loud music or quiet time. As the owner/manager you have every right to create reasonable rules for your renters.

Health Risks of Secondhand Smoke



The Facts about Secondhand Smoke

Smokers are not the only people affected by tobacco smoke. There is no safe amount of secondhand smoke. Even occasional exposure can significantly increase your health risks. For every eight smokers who die, one nonsmoker dies with them from secondhand smoke exposure.¹⁸ Secondhand smoke contains over 4000 chemicals, 200 of which are known poisons and 69 that cause cancer.

- Secondhand smoke is the third leading cause of preventable death in the United States. It kills approximately 53,000 nonsmokers each year.⁹
- The U.S. Environmental Protection Agency (EPA) has classified secondhand smoke as a human lung carcinogen, similar to asbestos or radon, known to cause cancer.¹⁹
- In Nebraska, approximately 220 to 390 adults, children and infants die each year from others who smoke (secondhand smoke and pregnancy smoking).⁶

Our Children's Health

More than 15 million U.S. children are exposed to secondhand smoke at home.¹⁹ Each year, secondhand smoke in the United States is linked to:

- 300,000 cases of infant respiratory infection;
- 26,000 new cases of asthma¹⁹ and
- One million exacerbated cases of asthma in children.¹⁹

Additionally, up to 58% of all deaths due to Sudden Infant Death Syndrome (SIDS) are linked to secondhand smoke exposure.²⁰



Ventilation Reduces Odor, Not Health Risks

Indoor Air Quality

The U.S. Environmental Protection Agency (EPA) “concluded that the widespread exposure to ETS (Environmental Tobacco Smoke) in the U.S. presents a serious and substantial public health risk.”

ETS is the same thing as secondhand smoke. The EPA recommends “taking appropriate steps to minimize peoples’ exposure to tobacco smoke in indoor environments.”²⁰

- Unfortunately, commercial air filtering systems are designed to remove the odor, not the cancer-causing substances.
- Shared ventilation systems can cause tobacco smoke to blow from one room to another. Increased building ventilation alone will not be effective to reduce exposure to secondhand smoke generated from smoking areas.⁵



In 2005, the American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE) concluded in their Position Document on Environmental Tobacco Smoke, that, “A total ban on indoor smoking is the only effective means of controlling the health risks associated with ETS exposure.”

- Under typical conditions of smoking and ventilation, indoor air becomes massively polluted with fine particle air pollution, jeopardizing human health.¹⁵
- Secondhand smoke can seep into and out of open windows and doorways.²
- Secondhand smoke does not quickly clear from a room. Smoke clings to fabrics and clothing.
- High levels of nicotine gas and particles in secondhand smoke still remain in the air and on surfaces in a room where smoking has occurred up to several hours later.²



Property Damage Due to Smoking

Additional Cost

Smoking is the cause of a variety of expensive property damages, ranging from extra cleaning costs to fire-related repairs. Most of these expenses can be prevented.



- Smoking materials (e.g., cigarettes, cigars, lighters, matches, etc.) are the leading cause of home and total fire deaths in the United States.¹⁰
- The fire cost due to smoking in the U.S. was estimated at \$6.95 billion in 1998; direct property damage at approximately \$8.8 million.¹⁰
- According to the Nebraska State Fire Marshall, in 2005, 54 fires were caused by smoking in the state resulting in damages of over \$600,000.
- Smoking combined with alcohol creates an even greater risk for fire injuries and fatalities; smokers consume more alcohol than nonsmokers do.⁸

Tenants who smoke inside their homes cause higher cleaning costs than tenants who don't smoke.

When a tenant who smokes moves out, costly cleaning and repairs are often necessary to prepare the unit for a new tenant:

- Removing nicotine (yellow stains) on walls, cabinets, blinds and fixtures.
- Eliminating smoke odor in drapes, carpets and walls.
- Repairing damaged, burned, or singed carpet, tiles and drapes.

SMOKING BLAMED FOR BELLEVUE FIRE

Bellevue firefighters rescued a man from the balcony of his burning apartment Sunday night.

The man suffered smoke inhalation and his dog was killed. Investigators believe smoking is to blame.²²

Insurance Premiums

Recent research suggests that smoke-free apartment buildings may have increased re-sale value, should you ever decide to sell your building. Real estate agents agree: as the number of public places in which a person can smoke has shrunk, so has the number of home buyers who are even willing to consider a house with smoking in its past. (New York Times, “Real Estate & Secondhand Smoke: On Tobacco Road, It’s a Tougher Sell,” February 8, 2004.)

Some insurance agencies report that some companies, although not necessarily all, give a credit or premium reduction for either or both the landlord or renter on their property/liability insurance if they do not allow smoking in their apartment building (landlord) or their apartment (renter).

Why not ask your insurance agent about potential reductions in your premium?

The possibilities include the following:

- Check with your insurer to determine whether your current policy includes a penalty (explicit or hidden) if you don’t presently have a smoke-free policy in your tenant’s leases.
- Seek a “credit” for having a smoke-free apartment policy, since some insurers automatically add a “debit” to the premium unless they are shown that leases for the apartment building require all apartments to be smoke-free. One insurance agent

stated that she had seen credits of as much as 5% to 10% of the premium.

- Seek a premium reduction especially if your insurer has recently dropped a number of “premium perks” due to unrelated losses in the insurance business. Since the smoke-free apartment credit “perk” may have been dropped, you should negotiate to have it included, seeing as smoke-free apartment policies reduce the likelihood of fires and other cigarette-caused damages.



Credits or insurance premium reductions for smoke-free apartment policies apparently were quite common not long ago. Since nothing has changed to make such credits actuarially or financially less reasonable, you really should make this a priority for discussion and negotiation with your insurer.

Liability Issues

Housing Laws

Existing state and federal laws can help establish legal justification for designating smoke-free areas. Some of these laws offer special protection to tenants who are disabled.

People who smoke are not a protected group under United States Civil Rights laws.

Federal Fair Housing Act (1988):

Affords special protection to individuals who meet the law's definition of disabled, such as those with breathing problems that are made worse by exposure to secondhand smoke. The law requires "reasonable accommodations" and/or modifications of policies to ensure equal access to and enjoyment of the housing. Fair Housing Act, 42 USC 3601

Americans with Disabilities Act:

Affords special protection to individuals with asthma and other smoke-sensitive breathing problems which can require landlords to make public-access areas of their building smoke-free.

Nuisance Clause:

Most leases contain a provision that allows tenants to be evicted if they create a nuisance. This clause is typically applied to prevent excessive noise, such as loud parties. Arguably, the clause also could protect tenants from the "nuisance" of secondhand smoke



drifting into their apartment, depending on the duration, frequency, and level of exposure.

A body of case law is emerging that holds landlords responsible for exposing tenants to secondhand smoke. Tenants have sued on the basis of nuisance, breach of statutory duty to keep the premises habitable, breach of covenant of peaceful enjoyment, negligence, harassment and intentional infliction of emotional distress.

“Discrimination against smokers by landlords serves legitimate business interests by potentially reducing the risk of fire damage and, in turn, reducing insurance and maintenance costs.”

(California Legislative Counsel Opinion, September 23, 1999)

Smoke-Free Housing Needed

In September 2009, a survey of landlords was conducted in Sarpy County by the Sarpy/Cass Department of Health and Wellness to assess opinions on smoke-free housing.²³

The survey found:

- **70.4% of those managers/owners said that reduced risk of fire was a benefit to having smoke-free buildings.**
- **50% believed that lower maintenance costs and positive impact on tenant health were benefits.**

In June 2005, a survey of renters in Douglas County found:

- **A demand for smoke-free housing exists in the community. More than 70% say they are likely to choose a non-smoking building over a similar building that allows smoking.**

- Most tenants want to breathe clean air in their homes. 58% of multifamily-unit residents are interested in living in smoke-free housing.
- 38% of renters would pay more rent to live in a multifamily residence where smoking was not allowed.
- Rental housing is not isolating the residents from contaminants generated outside of their own homes. Almost half (44%) of respondents report that secondhand smoke gets into their rental residence from somewhere else in or around the building.
- 70% of residents who encounter secondhand smoke in their homes say that it bothers them. 36% say that it bothers them a lot and some of them even enough to move.
- 51% of respondents believe that breathing secondhand smoke is very harmful. Almost all respondents (89%) believe that secondhand smoke is harmful.



Moving Ahead - Making a Smoke-Free Change



1 Survey your tenants. Find out how many smoke in their apartments. Not all households with smokers allow smoking in their homes. You may have to conduct a survey, which will serve two purposes - gathering information and alerting tenants that change may be coming. As you do this, you may want to find out how your tenants would view establishing a smoke-free policy. Once you have the information about smoking habits, plot it on a diagram and see if any patterns emerge. Are the no-smoking apartments clustered in buildings, wings, or floors? Use these patterns to decide which areas you will make smoke-free.

2 Determine a budget for incentives. You can speed up the move toward smoke-free buildings. One way is to offer incentives to tenants to move to other floors, wings, or buildings. You must decide what up-front expenses you are willing to take on. These expenses could include moving expenses or other incentives (like breaks on the rent) for tenants willing to relocate to another apartment. For example, if you find that

you have only two smoking tenants in Building A, you may want to provide an incentive like a month's or half a month's free rent, for those tenants to move to Building B so you can declare Building A smoke-free.

3 Set a time frame for the change. Check the date all your leases are due for renewal. Providing smoke-free apartments is harder if you and your tenants are bound by long-term leases. If all your tenants are on month-to-month leases, you can make changes relatively quick. All you have to do is give one month's notice of changes in policy. Some landlords decide that they will grandfather in any existing tenants. If you pursue this route, it may take several years before you can declare a building or other area smoke-free. You may want to move more rapidly. It is possible to do this within a year if you have the typical one-year leases.



Moving Ahead - Making a Smoke-Free Change



4 Notify tenants of your plans. Well ahead of your target date, notify tenants that you intend to make the building or other area smoke-free by a certain date. Provide them with your reasons to be smoke-free which typically include a combination of health and safety and business concerns. You probably want to let your current tenants know that you would be glad to have them remain in the building as long as they agree not to smoke. Make the smoke-free unit policy apply to any new tenants, but let them know that the building or other area will not be truly smoke-free for a while.

5 Make tenants aware of community cessation services. Many community agencies and organizations offer smoking cessation classes, groups,

and counseling sessions. Below are some resources that you can use:

Nebraska Tobacco Quitline
1-800-QUIT-NOW
(1-800-784-8669)
QuitNow.ne.gov

Alegent Health
I CAN Program
1-800-ALEAGENT
(1-800-253-4368)
Alegent.com

6 Introduce new leases or addendums. You should include some wording in your leases that makes tenants aware of their obligation not to smoke in their unit and of the consequences if they do not meet these obligations. Make sure that residents also know to call you as the owner/manager of the property right away if they suspect a violation of the policy. See lease addendum sample on page 14.

7 Post signs. A few days before the building becomes smoke-free, send out an announcement to tenants and employees. Then post signs at the entry ways along these lines:



Establishing Smoke-Free Policies

Statewide and local opinion surveys show that most people, including smokers, prefer to be in a smoke-free environment. Only 18.4% of Nebraska adults are still smoking.¹² Implementing a smoking restriction on specific buildings and common areas can reduce the presence of secondhand smoke.

Some areas to designate smoke-free could be:

- Recreation areas
- Areas near children
- A set distance from open windows and doors
- Building or set of units where residents agree to be smoke-free

Sample Policy*

The following language may be added to a rental or lease agreement to help define the smoking restrictions and a sample lease addendum follows on the next page.



Restrictions

SMOKING: Due to the increased risk of fire, increased maintenance costs, increased insurance costs, and the known harmful health effects of secondhand smoke, smoking is prohibited in any area of the property, both private and common, whether enclosed or outdoors. This policy applies to all owners, tenants, guests and service persons.



Definition

SMOKING: The term “smoking” means inhaling, exhaling, burning or carrying any lighted cigar, cigarette or other tobacco product in any manner or form.

** Adapted from: Model Policy for a Smoke-Free Condominium and Apartment, Americans for Nonsmokers' Rights.*

Sample Lease Addendum

Model Smoke-Free Lease Addendum³

Tenant and all members of Tenant's family or household are parties to a written lease with Landlord (the Lease). This Addendum states the following additional terms, conditions and rules which are hereby incorporated into the Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

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. Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant including the balcony, or the building where the Tenant's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the

rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

4. Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations.

Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.

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

6. Landlord Not a Guarantor of Smoke-Free Environment. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. 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. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement. Tenant agrees that the other Tenants at the complex are the third-party

Sample Lease Addendum

beneficiaries of Tenant's smoke-free addendum agreements with Landlord. (In layman's terms, this means that Tenant's commitments in this Addendum are made to the other Tenants as well as to Landlord.) A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another Tenant. Any suit between Tenants herein shall not create a presumption that the Landlord breached this Addendum.

8. Effect of Breach and Right to Terminate Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Addendum shall be a material breach of the lease and grounds for immediate termination of the Lease by the Landlord.

9. Disclaimer by Landlord. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant 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. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas

will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants 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.

LANDLORD

TENANT

Optional Paragraph for Existing Rental Communities that Adopt "No-smoking Policies"

10. Effect on Current Tenants. Tenant acknowledges that current tenants residing in the complex under a prior lease will not be immediately subject to the No-smoking Policy. As current tenants move out, or enter into new leases, the smoke-free policy will become effective for their unit or new lease.

Enforcing Your Policy

Smoke-free policies generally are self-enforcing - so they won't be too time consuming or burdensome to enforce. However, if you do not enforce the no-smoking rules, you will not have smoke-free units. You may decide to issue one or two warnings before you evict someone for breaking the lease. Once they know that you are serious about the policy, most tenants will follow it. Here are some suggestions on how to work through the issue.

1. Remind residents of lease clause or addendum. Remind the residents that it is a violation to smoke in the building or other designated smoke-free areas.

2. Tell Resident that he or she is in violation of the clause or addendum. Tell the resident that you know he or she is violating the clause and explain the circumstances.

3. Warn resident. Explain to the resident the policies and the consequences for violating the policy.

SAMPLE LETTER TO WARN RESIDENTS

Source: *Professional Apartment Management, 2001*¹⁴

Dear Resident,

Section X of your lease prohibits smoking in your apartment, anywhere in the apartment building, or within X feet of the building. Yesterday, at approximately 6:30 P.M., you were observed smoking on the steps leading to your apartment. This is a violation of your lease. If you violate your lease again, we may take appropriate disciplinary action, which may include eviction. Thank you for your cooperation.

*Yours truly,
The Management*

References

- ¹ Americans for Non-Smokers' Rights. (2004). Secondhand Smoke In Apartments And Condominiums: A Guide For Owners And Managers. Accessed from <http://www.nosmoke.org/pdf/apartmentmanager.pdf>.
- ² Apte, M.G., et al. "Indoor Transport of ETS Particles and Tracers." (Conference proceedings, August 1999). Berkeley, CA: Indoor Environment Dept. Lawrence Berkeley National Laboratory. University of California, p. 1,4.
- ³ Association for Non-Smokers - Minnesota. Accessed from <http://www.ansrmn.org/PDF%20Files/Model%20Smokefree%20Lease%20Addendum.pdf>.
- ⁴ Association for Non-Smokers - Minnesota. Accessed from <http://www.ansrmn.org/SFApts.htm>.
- ⁵ California Department of Health Services. Division of Environmental and Occupational Disease Control. Environmental Health Laboratory Branch. Indoor Air Quality Section. 1994. Effectiveness of Ventilation and Other Controls in Reducing Exposure to Environmental Tobacco Smoke in Office Buildings. Sacramento, CA: Public Health Foundation Enterprises, Inc., p. 4.
- ⁶ Campaign for Tobacco-Free Kids. "The Toll of Tobacco in Nebraska" Accessed from <http://www.tobaccofreekids.org>.
- ⁷ Campaign for Tobacco-Free Kids. "Tobacco Harm to Kids." Accessed from <http://www.tobaccofreekids.org>.
- ⁸ Federal Emergency Management Agency. U.S. Fire Administration. National Fire Data Center. 1999. Fire in the United States 1987-1996. 11th ed., Emmitsburg, MD, p. 14.
- ⁹ Glantz, S.A., and W. Parnley, "Passive Smoking and Heart Disease: Epidemiology, Physiology and Biochemistry," *Circulation* 83 (1):10 (1991).
- ¹⁰ Leistikow, B.N., D.C. Martin, and C.E. Milano (2000) "Fire Injuries, Disasters, and Costs from Cigarettes and Cigarette Lights: A Global Overview," *Preventive Medicine* 31 (2): 93-96.
- ¹¹ National Cancer Institute. Health Effects of Exposure to Environmental Tobacco Smoke, December, 1999.
- ¹² Nebraska Department of Health and Human Services. 2008 Nebraska State Behavioral Risk Factor Surveillance System (BRFSS).
- ¹³ Nebraska Department of Health and Human Services. Tobacco Free Nebraska Program. Accessed from <http://www.hhs.state.ne.us/tfn>.
- ¹⁴ Professional Apartment Management. (2001). Attract Residents, Cut Maintenance Costs with No- New York, NY Brownstone Publishers.
- ¹⁵ Repace, J.L., and A.H. Lowery, "An enforceable indoor air quality standard for environmental tobacco smoke in the workplace," *Risk Analysis* 13 (4): 463-475 (1993).
- ¹⁶ Smoke-Free Air For Everyone. Accessed from <http://www.pacificnet.net/~safe/apt1.html>.
- ¹⁷ Smoke-Free Environments Law Project. Accessed from <http://www.mismokefreeapartment.org>.
- ¹⁸ Taylor, A., D. Johnson, and H. Kazemi, "Environmental Tobacco Smoke and Cardiovascular Disease," *Circulation* 86 (2): 699 (1992).
- ¹⁹ U.S. Environmental Protection Agency (EPA). 1992. Respiratory Health Effects of Passive Smoking: Lung Cancer and Other Disorders. Washington, D.C., Pub. No. EPA/600/6-90/006F, p. 1-16.
- ²⁰ U.S. Environmental Protection Agency. Office of Research and Development. Office of Air and Radiation. Respiratory Health Effects of Passive Smoking (Fact sheet, January 1993). Washington, D.C., Pub. No. EPA-43-F-93-003.
- ²¹ Wells, A.J., "Passive Smoking as a Cause of Heart Disease," *Journal of the American College of Cardiology* 24 (1994): 546.
- ²² WOWT. "Smoking Blamed for Bellevue Fire," Accessed from WOWT.com. January 19, 2009.
- ²³ Sarpy/Cass Department of Health & Wellness Survey. September 2009.

Brochure adapted with permission from: Tacoma-Pierce County Health Department, Kitsap County Health Department, and Washington State Department of Health Tobacco Prevention and Control Program.

For More Information

Alegent Health
Midlands Hospital
11111 South 84th Street
Papillion, NE 68046
402-593-3022

Sarpy/Cass Department of
Health & Wellness
701 Olson Drive
Papillion, NE 68046
402-339-4334

NE Department of Health **and Human Services**

Indoor Air Quality Program
P.O. Box 95026
Lincoln, NE 68509-5026
Phone: (402) 471-8320
<http://www.dhhs.ne.gov/puh/enh/indoor.htm>

For General Information on **Tobacco and Secondhand Smoke:**

NE Department of Health and
Human Services
Tobacco Free Nebraska
P.O. Box 95026
Lincoln, Nebraska 68509-5026
Phone: (402) 471-2101
<http://www.dhhs.ne.gov/tfn>
E-mail: tfn@dhhs.ne.gov



Promote Your Policy: Smoke-Free Housing Registry

Yes, I would like to have my property listed in the Smoke-Free Housing Registry.

Mr. Mrs. Ms. Name _____

Address _____

City _____ State _____ Zip Code _____

Phone (_____) _____ Fax (_____) _____

E-mail _____

	Name of Property	Address of Property	City	State	Zip Code	Phone	# of Total Units	# of Smoke-Free Units	Grounds Smoke-Free Yes/No (Explain)
1									
2									
3									
4									

To be included in the Smoke-Free Housing Registry, you must include this informational sheet as well as a copy of your lease or policy manual that explicitly states the no-smoking policy. Once this information is received, we will contact you for more information to be included in the Smoke-Free Housing Registry. This Registry will be available to the public. For more information, feel free to contact us at 402-593-3022. I certify that the information I am providing is true and accurate.

Signature Property Owner/Manager _____ Date _____

Return to: Tobacco Free Sarry, 11111 South 84th Street, Papillion, NE 68046 • 402-593-3022 • 402-593-3044 fax



This is your healthcare

This brochure was developed by the Metro Omaha Tobacco Action Coalition (MOTAC) and has been modified to be Sarpy County specific.



for a great state of health

Funding provided by the Nebraska Department of Health and Human Services/Tobacco Free Nebraska Program as a result of the Tobacco Master Settlement Agreement.

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