

River Terrace Apartments Inc.
Local Law 147
Smoking Policy

1. The term “smoking” and similar terms means inhaling, exhaling, burning, or carrying any lighted cigar, pipe, cigarettes, e-cigarette or other tobacco or non-tobacco smoking product in any manner or in any form
2. No shareholder, or any other person (including, but not limited to, invitees, guests, or contractors) occupying or visiting an Apartment shall smoke in any common area of the building, including, but not limited to: entrances, elevators, hallways, basement, stairwells, fire stairs, amenity spaces, roof decks, courtyards, and gardens, and within a radius of 30 feet outside the front, or any other, entrance of the building (all of the foregoing collectively “Prohibited Smoking Locations”). Each shareholder shall inform all persons that do or will occupy or enter an Apartment of this policy and shall be responsible for violations thereof. A fine of \$100.00 per occurrence will be imposed on the maintenance account of an Apartment the shareholder or any other occupants of, or visitor to, which, shall have been found to be in violation of this policy.
3. Shareholders, or any other person (including, but not limited to, invitees, guests or contractors) occupying or visiting an Apartment shall make every effort to ensure smoke or smoke odors will not permeate from the Apartment to any other apartment or common area of the building.
4. Each shareholder shall inform his/her household staff, co-occupants and guests of this policy.
5. A shareholder who violates this policy, or whose co-occupant, guest or other invites violates this policy, shall be deemed to have agreed to indemnify, defend and hold harmless the cooperative from, against and with regard to any loss or damage which the cooperative may incur, or any claim that may be asserted against the cooperative, as a result of such violation of this policy, including, without limitation, the amount of reasonable attorneys’ fees and disbursements incurred by the cooperative in connection therewith.
6. Any monetary obligations by a shareholder to the cooperative under this policy shall be deemed additional maintenance under the shareholder’s proprietary lease with the cooperative for his/her apartment.