

# SMHA POLICY

## COMMUNITY ROOM POLICY AND RENTAL AGREEMENT

The Stark Metropolitan Housing Authority (SMHA) Community Rooms exist to serve the needs of SMHA residents and organized community non-profit groups. The priority of usage is (1) Development Resident Councils/Organizations; (2) Resident Privilege Use; (3) Community and Civic Groups; (4) SMHA employees/retirees; and (5) Private Parties.

The room may be used for religious services (including interfaith) but not for partisan political purposes, nor for individual profit, e.g., Tupperware parties.

To assure the proper use of the facility and to protect the physical condition of the facility, the following rules and regulations have been established.

### RESERVING COMMUNITY ROOM

1. A completed Rental Agreement form must be submitted each time a room is requested.
2. Resident Councils/Organizations should schedule the community or other common rooms as much in advance as possible. If security may be needed, there must be a 30 day advance notice. Resident councils/organizations should be aware that all other groups must make a request at least 30 days in advance and would be given priority if booked prior to the council/organization's request.
3. Residents who are heads of households and SMHA employees/retirees may secure the Community Room for their personal use by making a request a minimum of 30 calendar days in advance through the management office. The exception to this rule would be a death in the immediate family. Lessee must be present at and responsible for the event.
4. Non-SMHA residents and civic or community groups *may secure* a Community Room by making a request a minimum of 30 calendar days in advance through the management office. All fees must be paid 14 calendar days before the event.

### FEES AND SECURITY DEPOSIT

1. SMHA Resident Councils/Organizations will not be charged a security deposit, rental or security fee for use of a Community Room.
2. Residents, employees/retirees will be charged a fee for room usage, and will be charged a security deposit. All users will be charged Security deposit, rental fee, and Security fee (if required). Rooms are to be used for tenant events and not for events conducted or sponsored by persons other than the tenant.
3. All lessees, other than Resident Organizations/Councils, will pay a **\$50 security deposit** (as well as specified rental fees) via Money Order or Certified Check (residents may pay with personal checks) and made payable to Stark Metropolitan Housing Authority at the time of reservation. State on the Money Order or Certified Check that it is for the purpose of securing the Community Room and the date of the event. **Absolutely no cash will be accepted.**

4. The entire rental fee is due 14 calendar days prior to the event. See attached room rental fee schedule for amount. **Absolutely no cash will be accepted.**
5. The presence of security personnel retained by SMHA will be determined by SMHA based upon the nature of the event and experience with lessee. The lessee will be advised of the approximate charges for security prior to signing of the Community Room Rental Agreement. Payment for this service will be paid along with the rental fee.

## **LESSEE RESPONSIBILITIES**

1. Lessee agrees to assume responsibility for the cost of repair or replacement if the Community Room or its equipment, furniture, fixtures, appliances, keys and other items specified on the Community Room Rental Pre- and Post-Event Inspection Form.
2. Lessee agrees to use the Community Room solely for the purpose stated above and limit its use of the building to the areas designated and approved on the agreement.
3. Lessee agrees to control admission of guests versus intruders and be present at the function assuming responsibility for the conduct of all guests, provide capable supervision to insure that conduct is kept at a level in keeping with a public facility, and sees that guests follow these rules.
4. Lessee agrees to ensure that the guests do not make excessive noise or otherwise disturb the residents of the building/development. Lessee also agrees to play any music at a moderate volume only.
5. Lessee is aware that the Community Room is a nonsmoking facility and agrees to ensure that guests who smoke do so outside the building and use ashtrays to dispose of all cigarette butts.
6. Lessee agrees to be responsible for ensuring that no alcoholic beverages or drugs of any kind will be present on SMHA property during the function.
7. Lessee agrees to comply with the Health Department and SMHA rules regarding food preparation, serving and storage. If a meal is catered, the caterer must be licensed and a copy of the license must be displayed during the event.
8. Any misrepresentation as to the nature of the group or activity, or misconduct on the part of the lessee or guests, subjects the lessee to immediate cancellation of this agreement and/or the forfeiture of the security deposit. Misrepresentation shall be considered cause for no future use of the Community Room by the party or parties.
9. All activities must be concluded and building secured by 10:00pm.
10. In an EMERGENCY:  
Police/Medical - 911  
SMHA Maintenance/Customer Service - 330-324-5387

## **RETURN OF DEPOSIT**

1. Security deposits made by MO or Certified check shall be refunded within fifteen (15) working days following the event. Security deposits made by check will be returned immediately after satisfactory post-event inspection. In order to receive a full refund:
  - A) the room must be swept;
  - B) counter tops, tables, stove, equipment, and restrooms must be cleaned;
  - C) trash must be placed in containers;
  - D) tables and chairs must be returned to the original setting; and
  - E) all keys issued must be returned.
2. All Lessees shall participate with an SMHA representative of the building in a pre-event inspection of the facility on the day of the event (or the day before, in the case of a weekend event) for the purpose of establishing the condition of the room. After the event, a post-inspection shall be made to determine whether or not corrections, repairs, or additional maintenance is necessary. In extreme cases, an SMHA representative may take pictures to document damages. If the Lessees are not present at the post-event inspection, they lose all rights of appeal to all charges.
5. SMHA will refund the total security deposit if notified of cancellation of an event 48 hours prior to the start of the event. If an event is canceled with less than 48 hours notice, SMHA will retain the security deposit.

## **MANAGEMENT'S RIGHT TO REIMBURSEMENT**

1. Lessee will be held responsible for any and all damages or extraordinary maintenance (e.g., broken windows, damaged equipment, cleaning).
2. Damages will be deducted from the original security deposit. Charges in excess of the security deposit will be billed to the Lessee.

## **INDEMNIFICATION**

To the extent permitted by law, Lessee shall indemnify and hold harmless SMHA, its officers, directors, beneficiaries, partners, agents, and employees from and against all fines, suits, damages, claims, demands, losses, and actions (including attorney's fees) arising out of, or relating to, all acts, failures, omissions, and negligence of Lessee, his or her agents, employees, visitors, guests, invitees, and contractors arising out of, or in any way relating to, Lessee's use of the Community Room. This indemnification shall apply both to claims of third parties and to claims of the Lessee or any guest of the Lessee.

**THE STARK METROPOLITAN HOUSING AUTHORITY RESERVES THE RIGHT TO DENY THE USE OF ANY FACILITY WHENEVER THE AUTHORITY DEEMS SUCH DENIAL TO BE IN THE AUTHORITY'S BEST INTEREST. THE STARK METROPOLITAN HOUSING AUTHORITY FURTHER RESERVES THE RIGHT TO MODIFY OR WAIVE THESE RULES WHENEVER THE AUTHORITY DEEMS SUCH MODIFICATION OR WAIVER TO BE REQUIRED BY SPECIFIC CIRCUMSTANCES OR EMERGENCIES.**

Having read and understood the Stark Metropolitan Housing Authority (SMHA) Community Room Policy and Rental Agreement, I \_\_\_\_\_ (Lessee) wish to secure \_\_\_\_\_ (SMHA Facility) at \_\_\_\_\_

on \_\_\_\_\_ from \_\_\_\_\_ a.m. / p.m. to \_\_\_\_\_ a.m. / p.m.

- Security deposit not applicable.
- Security deposit of \$50 has been given to Stark Metropolitan Housing Authority.

When a representative from SMHA and I have completed the post-inspection agreement, the security deposit will be refunded in full unless damages and/or extraordinary maintenance charges are applied. The unused portion will be refunded to the above Lessee.

LESSEE

STARK METROPOLITAN HOUSING AUTHORITY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

Date \_\_\_\_\_

### Addendum to Rental Agreement

I understand that SMHA has determined that **SECURITY PERSONNEL** is needed for this event at the cost of \$ \_\_\_\_\_ per hour for \_\_\_\_\_ hours.

LESSEE

STARK METROPOLITAN HOUSING AUTHORITY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

Date \_\_\_\_\_

I understand that SMHA has determined the **RENTAL FEE** for this event is \$ \_\_\_\_\_.

LESSEE

STARK METROPOLITAN HOUSING AUTHORITY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

Date \_\_\_\_\_

## Facility Rental Fee Schedule

SMHA Resident Councils/Organizations **will not** be charged a security deposit, rental or security fee for use of a Community Room

Fee for the following SMHA Central Office Community Room is \$350.00:

+ \$50.00 Security Deposit

Fee for the all other Community Rooms except The Metropolitan Centre is \$250.00 (**for non-residents and non-employees**):

+ \$50.00 Security Deposit

Fee for all other Community Rooms except The Metropolitan Center is \$25.00 (**for residents and SMHA employees**):

+ \$50.00 Security Deposit

SECURITY DEPOSIT is refunded after the event and the post-room inspection, providing there are no damage/extraordinary maintenance charges.