

COMMUNITY SPACE USE POLICY

1. PURPOSE:

The BHA believes that the use of the Common Areas Community space in its developments by and on behalf of the tenants increases the quality of life of the tenants and helps to further the goals and mission of the of the Housing Authority.

Boston Housing Authority ("BHA") establishes this Policy to facilitate the fair and safe use of Common Areas and Community Equipment in each of its public housing developments. This Policy shall be deemed part of the BHA standard resident lease.

Any group or tenant that wishes to use community areas or community space under the terms of this policy shall complete and submit to the Housing Authority an application provided for such use. Such group or tenant shall be referred to in the policy as "Tenant" or "Authorized User". Any tenant seeking to use community areas or community space must be a resident of the building in which the activity will be scheduled unless otherwise approved by the Housing Authority.

The BHA is concerned, however, that the exterior common areas of its properties not be used in such a way residents become "captive audiences" for activities and events not sponsored by the Housing Authority and are not – deemed to further the goals and purpose of the BHA. The exterior common areas of BHA properties are not intended to be and are not designated public forums or a limited or nonpublic forum. Third parties may not utilize or have access to such areas for activities and events not officially sponsored or authorized by the BHA.

2. MISSION STATEMENT:

It shall be the policy of the BHA that development Common Areas are available to tenants and Authorized Users to engage in activities permitted under this Policy and which will be in compliance with the lease.

A tenant, Tenant Guest or Authorized User may not be denied use of a Common Area because of race, color, creed, religion, national origin or ancestry, financial status, sex, sexual orientation, public assistance status, veteran status, marital status, disability, age, political or other affiliation.

To encourage a variety of activities and broader tenant participation, the BHA may limit the hours of operation, repetitive activities, activities that interfere with the health, safety or right to peaceful enjoyment of the premises by

residents or activities that result in the exclusive use of the area or a portion of the area.

3. **DEFINITIONS:**

The definitions in this Section apply only to this Policy.

A. Common Areas: Shared areas including entryways, hallways, stairwells, balconies, lobbies, lounges, laundry rooms, parking lot, patios or lawns, court yards, grounds, Community Rooms, craft rooms, kitchens, certain storage rooms, club rooms, rest rooms and other similar shared areas. Each development or building may have different Common Areas.

B. Community Equipment: Appliances, fixtures, flooring, window treatments, utensils, televisions, DVD players, other electronic devices, chairs, tables, lamps, and any other BHA property in a Common Area.

C. Community Room: A room designated by BHA as a Community Room which is available to Tenants during hours of operation and may be scheduled for exclusive use for permitted activities. A Community Room may include but is not limited to craft rooms, kitchens, TV rooms, libraries and class rooms.

D. Damage Deposit: A sum of money paid to BHA to assure the room is returned to the condition of prior to the event or use of the Community Room.

E. Fee Activity: Activity where fees are charged for participation.

F. Guest: A person who is on the premises with a Tenant's implied or express consent.

G. Heat Wave: When outdoor temperature or heat index is 90° or higher at 3:00 p.m. and the temperature is forecasted to not get below 80° overnight.

H. Repeat User: An Authorized User who is scheduled more than 12 times per each calendar year.

I. Authorized User: A person or entity that has BHA's written approval for the exclusive use of a Common Area and has completed and all documents required by the BHA.

J. Space Use Permit Request Form: A form when approved by BHA permits an Authorized User the exclusive use of a Common Area.

K. Tenant: A person who has a current BHA lease. A person is only a tenant at the building where they reside.

4. COMMUNITY ROOM HOURS OF OPERATION

A Community Room is available for use from 8:00 a.m. until midnight unless there is a Heat Wave. Unless scheduled by an Authorized User, the Community Room is open for use by all Tenants. BHA may modify hours of operation or limit repetitive activities, activities that interfere with the health, safety or right to peaceful enjoyment of the premises by residents or activities that result in the exclusive use of the area or a portion of the area.

5. TELEVISION USE IN COMMON AREAS:

Televisions, stereos and other electronic equipment with volume shall be operated at reasonable volumes at all times and at lower volumes between 10:00 p.m. and 8:00 a.m. in the Common Areas as may be required by the physical environment at each site.

6. SAFE AND SANITARY USE OF FLOOR SPACE:

Only clean, sanitary and pest free equipment shall be in the Common Areas. Personal equipment or other equipment not owned by BHA including but not limited to floor mats, yoga mats, blankets, pillows, sleeping bags and carpets may not be stored in a Common Area.

At all times, the use of furniture, floor mats, fixtures and other similar equipment shall permit 36-inch aisles and walkways to allow safe ingress and egress and the safe passage and use of wheelchairs, walkers and other mobility aids within the room.

7. CODE OF CONDUCT:

All Common Area activities shall conform to all requirements of the lease and promote the health, safety and peaceful enjoyment of the premises by residents. The Code of Conduct shall include but is not limited to:

- A. No disruptive or loud activity or any other activity which adversely interferes with other permissible Common Area activity.
- B. Televisions, stereos and other electronic equipment with audio shall be operated at reasonable volumes at all times and at lower volumes between 10:00 p.m. and 8:00 a.m.
- C. The Tenant who gave the original consent for a Guest to be on the premises must accompany the Guest at all times except for when the Guest is going to and from the Tenant's unit and the entry door. Violation

of this clause will be grounds for the trespass of the Guest and may jeopardize the Tenant's tenancy.

- D. Tenants may have no more than five guests in a non-scheduled Community Room. BHA may reduce the number of guests allowed during non-scheduled times to ensure the right of peaceful enjoyment of the Community Room by all Tenants. Residents Councils may also vote to limit the number of guests in the Community Room.
- E. No body washing other than hands;
- F. No sleeping or napping;
- G. No pornographic, offensive or degrading TV shows, magazines, movies or video games;
- H. No activity in violation of local, state, or federal law and regulations and ordinances;
- I. No gambling in any form;
- J. No possession or use of alcoholic beverages or illegal drugs; and
- K. All activities and conduct shall comply with the lease.

8. DAMAGE TO COMMUNITY ROOMS

The Tenant or Authorized User will be responsible for damage to BHA property, clean-up expenses and repairs or replacement of Community Equipment. The charge will be placed on the Tenant's account in accordance with a schedule of charges. A non-tenant Authorized User will pay a refundable Damage Deposit of \$300.00. The deposit must be made by check or money order, which will be returned if the Community Space is returned in good condition (see Section 15.0 – Community Room Clean-Up). Cost of repairs and clean-up will be deducted from the deposit before any refund is given. Damages and clean-up expenses that exceed the Damage Deposit will be billed to the non-tenant Authorized User.

9. BOSTON HOUSING AUTHORITY RESPONSIBILITIES:

- A. BHA will designate at least one space in each high rise a Community room.
- B. BHA will maintain Common Areas in compliance with the lease and State Sanitary Codes.

C. The BHA Community Services Department in consultation with Property Management will negotiate space use or service agreements for Repeat Users, and will seek input from the Resident Organization (Task Force). Property Management may refer vendors/providers or any other Repeat Users to the Community Services Department.

D. BHA Management will do the following:

- 1) Schedule the use of Community Rooms and equipment;
- 2) Refer requests for space use by vendors/providers and other Repeat Users to the Resident Initiatives Department.
- 3) Notify the Resident Organization or Task Force or its officers of any space use request;
- 4) Process completed and approved space use permits;
- 5) Maintain and post scheduled use on a master calendar;
- 6) Arrange for key use;
- 7) Monitor use of space in accordance with this Policy; and
- 8) Collect and return the Damage Deposit.

10. REQUESTS FOR BHA MAINTENANCE STAFF:

If needed, the BHA Maintenance staff will set up and take down tables for regular Resident Council functions. To request service, a Resident Council officer shall request a work order at least one week in advance of the scheduled event and during business hours by calling Work Orders.

The BHA maintenance staff will not provide such service after normal working hours.

11. AUTHORIZED USER'S EXCLUSIVE USE OF A COMMUNITY ROOM:

A. Indemnification:

All Authorized Users shall defend, indemnify and hold BHA, its officers, directors, employees and agents, successors and assigns harmless from any claims, damages, liabilities, costs or expenses arising out of the Authorized User's and any attendee's use of a Community Room or equipment. BHA may require an Authorized User to provide liability insurance in the amount of

\$1.5 million naming BHA as an additional insured on the liability insurance policy.

B. Service Agreement:

An Authorized User who provides educational or service programs to BHA tenants shall have a current service agreement or memorandum of agreement with BHA and valid insurance.

C. Space Use Request Form:

An Authorized User must complete and submit to BHA building management a Space Use Request Form at least two weeks prior to the date of requested use of the Community Room. Regularly scheduled activities of the Resident Council and service providers who have a service agreement with BHA are exempt from this requirement.

D. Community Rooms Authorized Use Requirements:

- 1) Community Rooms available to Authorized Users are available from 8:00 a.m. until 10:00 p.m. and for no more than 6 hours per day. BHA shall make reasonable exceptions for resident council activities.
- 2) Authorized Users shall submit their request to building management at least two weeks prior to the use. The request must detail the activities planned. Management will timely respond to the request.
- 3) BHA management or his/her designee will conduct a mandatory pre-event inspection and meeting with the Authorized User to review the rules for using the space and equipment. No activity will take place without the inspection and meeting.
- 4) The keys for the Community Room must be obtained from the Development Manager at the commencement of the scheduled space use and returned upon completion of the activity.
- 5) No decorations or alterations may be made to the space including but not limited to taping, tacking or attaching anything to the walls or ceiling. BHA Community Equipment may not be removed from the Community Room except by BHA staff.
- 6) The Authorized User of a Community Room and Community Equipment may post appropriate notices on site bulletin boards. No other signs are to be displayed on the premises or the exterior of the premises without the written consent of the BHA.

- 7) The Community Room and Community Equipment may be reserved for reasonable and appropriate activities. These may include occasional Tenant sponsored memorial services, religious services and worship.
- 8) A non-tenant Authorized User of a Community Room must provide a Tenant monitor who must be present for the duration of the event and will let the group in/out of the building. The Authorized User must also ensure that no doors are propped open and no other security breaches occur. No pets or other animals except for service animals are allowed in the Community Room.
- 9) The Authorized User of a Community Room or Community Equipment must confine activity to the area(s) reserved.
- 10) The Authorized User of a Community Room must supervise attendees and is responsible for the behavior of all guests. The Authorized User must be present for the duration of the event. The maximum number of people permitted in the reserved Community Room is the number posted as determined by BHA, the local fire code or 50, whichever is less.
- 11) The Authorized User shall ensure that guests follow security procedures including signing into the building and presenting valid identification. The Authorized User will also ensure that the parking policy is followed along with all other building rules.
- 12) The Authorized User of a Community Room shall ensure compliance with this policy.
- 13) The Authorized User of a Community Room is responsible to secure/lock all Community Equipment used or accessed.
- 14) Repeat Users of a Community Room shall provide liability insurance in the amount of \$1.5 million and required to name BHA as an additional insured.

12. PRIORITY FOR SCHEDULED USE OF A COMMUNITY ROOM:

Use of a Community Room and/or Community Equipment is prioritized as follows:

- A. General and primary elections and precinct caucuses in the building designated by the Boston Election Department.

- B. Resident Council activities (i.e., self-government, education programs, health programs, recreation and social);
- C. BHA;
- D. Resident service provider that has a service agreement with BHA;
- E. One-time or sporadic resident service provider without a service agreement with BHA;
- F. Private activity for the personal use of a Tenant;
- G. Recognized neighborhood or city non-resident organized groups;
- H. Non-resident groups hosted by a Tenant.

13. FEES AND PROFITS CHARGED AT A SCHEDULED EVENT.

A Scheduled User may make a profit or charge fees to meet the expenses of the approved activity or to raise money for a community project. The following rules apply:

- A. At least two weeks in advance of the scheduled event, the Authorized User will submit a Space Use Permit Request to BHA building management. The request must include information regarding the fee to be charged, an estimate of the anticipated expenses and delivery of any necessary equipment.
- B. Ten percent of the profit from profit-making activities will be paid to the Resident Organization or Resident Task Force.
- C. Authorized Users for profit-making activities shall submit detailed expense and profit statements to the Resident Organization or Resident Task Force and BHA within one week after the event.
- D. Any benefit, bazaar, rummage sale, exhibit, supper, dance or other event provided to Tenants by a Tenant or non-tenant person or group must complete a Space Use Permit Request indicating that the Resident Organization or Task Force will share 10% of any profit or an amount agreed to by the Resident Organization or Task Force.
- E. Any Authorized User may be charged a fee for janitorial maintenance and service provided by BHA. The Authorized User may be required to sign an additional agreement with BHA which will encompass conditions of the space use.

F. BHA reserves the right to deny use of a Community Room if it determines that the profit making activity is not in the best interests of the Tenants.

G. A Tenant may reserve a Community Room for group profit-making activity only if:

- 1) A specific list of invitees is provided to BHA upon request, prior to the activity;
- 2) The activity is not posted or noticed; and
- 3) No general invitations are made to the Tenants in the building.

14. VENDORS AND VENDING MACHINES

The Resident Organization or Resident Task Force shall approve vendors and vending machine service and BHA shall approve the location of the vendor and vending machine(s). If additional utilities or relocation of utilities is required, the cost will be billed to the Resident Organization or Resident Task Force, who should in turn bill the vendor.

15. COMMUNITY ROOM CLEAN-UP

- A. The Authorized User shall leave the space and Community Equipment in the same condition as during the pre-event inspection.
- B. Any Resident Organization or Resident Task Force equipment and supplies may only be used with prior approval of the Resident Organization or Resident Task Force or an authorized representative.
- C. All Community Equipment shall be returned to the storage spaced provided, except as provided in Section 9.0 – Boston Housing Authority Responsibilities.
- D. Folding chairs and tables are to be set up and taken down by the Authorized Users and their designees except as provided for in Section 9.0 – Boston Housing Authority Responsibilities.
- E. All kitchen equipment, utensils, and/or dished, dish cloths and towels shall be washed, cleaned, dried and returned to proper storage places;
- F. Stove top and oven, microwaves, countertops, table tops, sinks and chairs shall be cleaned;
- G. Authorized Users and their designees shall replace, return or reimburse the Resident Organization or Resident Task Force for the consumption of

condiments, paper products, dish cloths, towels, and any other Resident Organization or Resident Task Force items.

- H. All items brought in for use during an activity must be removed following the activity; and
- I. The Authorized User shall sweep floors, wipe up spills and properly dispose of garbage, paper products, permitted decorations and other debris.

16. TERMINATION OF COMMON AREA EXCLUSIVE USE:

If a Tenant, person, group, vendor, agency or any other user fails to abide by this Policy, their reservation for use of the community space may be terminated or future may be denied.

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