



## Community Space Usage Terms & Conditions

Community-based organizations (the "Organization") may request to reserve conference rooms and private office space located at The RISE Center and community rooms located on-site at housing communities owned by Columbus Metropolitan Housing Authority (collectively, "Community Space") by submitting a Partnership Proposal Form (the "Proposal") to CMHA's Resident Initiatives Department. By submitting a Proposal, the Organization agrees to the following terms and conditions:

- 1. Submission of a Proposal does not guarantee the Organization's Community Space reservation request will be approved. CMHA will review proposals upon submission and provide written notice of approval or denial within 10 business days.
  - a. CMHA reserves the right to reject any Proposal if it is determined that the Organization has abused its past privileges in using Community Space in any way as determined by CMHA. This includes, but is not limited to, violation of these terms and conditions.
- 2. Community Space shall only be used for the purpose stated in the Organization's Proposal (the "Program"). Furthermore, the use of Community Space for financial gain or inherently political or religious activities is strictly prohibited. This includes, but is not limited to, the selling of goods and/or services, fundraising or accepting donations, religious worship, religious instruction, and proselytizing.
- 3. Organizations shall not discriminate against any Program applicants or participants based on race, national origin, ethnicity, religion, age, sexual orientation, sex, disability, color, ancestry, military or veteran status, familial status, genetic information, or any other characteristic protected by federal, state, or local law.
- 4. Organizations will only access the Community Space during designated Program hours, as specified in the Proposal, unless otherwise approved by CMHA in writing. Organizations operating Programs outside of Community Spaces' standard hours of operation will be required to sign a Key Usage Agreement prior to the start of the Program.
- 5. With the exception of one-time cancellations (i.e., inclement weather or community emergency), Organizations must notify CMHA a minimum of five (5) business days prior to making any changes related to the Program schedule.

- 6. CMHA reserves the right to cancel or change any Community Space reservations with twenty-four (24) hours' notice if circumstances at CMHA/The RISE Center so demand. CMHA reserves the right to cancel Community Space reservations with less than twenty-four (24) hours' notice due to acts of nature or situations warranting an emergency closing of a Community Space.
- 7. The Program must not disturb normal operations of the Community Space. CMHA reserves the right to terminate Programs that are disruptive to normal operations of the Community Space.
- 8. Organizations must have staff present at the Community Space for the duration of their reservation. Organizations are responsible for all cleanup and security related to its Program operations and Program participants, and for damages to community Space that exceed normal wear and tear usage.
- 9. Organizations must follow all policies and requirements as prescribed by CMHA for secure entry and exit of the Community Space.
- 10. Organizations that desire to post signage in Community Space must submit a copy to CMHA for review and approval prior to posting.
- 11. The availability of tables, chairs, kitchenettes, and audio-visual equipment varies based on the Community Space being reserved. Organizations are permitted to use all tables, chairs, and audio-visual equipment located within their reserved Community Space as well as adjacent kitchenettes and restrooms. Organizations may alter the layout of furniture within their reserved Community Space but shall not move furniture in or out of their reserved Community Space. Organizations must leave all Community Space in the same condition that it was in prior to their reservation.
- 12. Organizations are required to provide enrollment, activity, and/or outcomes reports in formats and within deadlines specified by CMHA for all Programs taking place in Community Space. Organizations hosting recurring programs in Community Space shall provide reports to CMHA on a monthly basis for the duration of the Program. Organizations hosting one-time programs in Community Space shall provide information on Program enrollment, activity, and/or outcomes via a Reporting Form submitted within five (5) business days of the conclusion of their Program.
- 13. Organizations must include CMHA in any media publications related to their usage of Community Space.

- 14. Organizations utilizing Community Space must maintain commercial generally liability insurance with a minimum of \$1,000,000 in coverage, such coverage should include the Columbus Metropolitan Housing Authority as an additional insured, and the Organization must provide proof of the foregoing to CMHA prior to the start of the Program.
- 15. Organizations utilizing Community Space must maintain Workers' Compensation Insurance covering their employees for the duration of the Program, and the Organization must provide proof of the foregoing to CMHA prior to the start of the Program.
- 16. Organizations are independent entities not necessarily affiliated with CMHA and nothing contained herein shall be construed to form a legal partnership between the parties, nor to create any form of employment relationship or any other relationship which would impose liability upon one party for the act of the other party. Neither CMHA nor Organization shall have any authority to commit, contract for or otherwise obligate the other to any third party. Additionally, each party shall secure all personnel required in the performance of its obligations as set forth in these terms and conditions. Each party shall also be solely responsible for any and all taxes, payments and reporting requirements associated with any such personnel used.

Organization, as an independent entity, assumes all risk of personal injury, and all risk of damage to or loss of property belonging to CMHA and used in this Program, to the extent that such injury, damage or loss is attributable to the acts or omissions of Organization. Organization agrees to indemnify and hold harmless CMHA, and each of its directors, officers, employees and agents from and against any loss, cost, damage, expense, claim, and liability of every kind and description, including reasonable attorneys' fees, disbursements and court costs, arising out of, resulting from, or related in any way to the provision of the services described in these terms and conditions.

- 17. The acceptance of these terms and conditions assigns responsibility for injury, loss or damages to Community Space, and loss or damage to any CMHA property or equipment used during the meeting to the Organization submitting the application and accepting the terms.
- 18. These terms and conditions shall remain in effect for the duration of the Organization's Program, as specified in the Proposal. Organizations hosting

recurring Programs in Community Space are required to resubmit a Partnership Proposal Form annually.