

**CLAY CENTER AFFORDABLE HOUSING DEVELOPMENT, LP**  
**Community Room Use Policy**  
**Apollo Tower**

This Policy was approved by the Board of Directors of Clay Center Affordable Housing, Inc. by Resolution 7-2015, adopted on April 13, 2015, and is to be effective April 13, 2015. This policy will replace all previous policies related to the use of the community room in Apollo Tower.

**I. Definitions**

- A. Resident. A current tenant of Apollo Tower, Parkview Plaza, or Tolin Terrace
- B. Local Area. Clay county in Kansas.
- C. Event. Any activity approved by Clay Center Affordable Housing Development, LP including:
  - 1. Approved recreation activities
  - 2. Approved social gatherings
  - 3. Local area civic organization meetings
  - 4. Local area church or other social group meetings
- D. Security Deposit. An amount determined by Clay Center Affordable Housing Development, LP to cover the cost of cleaning, repair and replacement of supplies.
- N. Rent. An amount determined by Clay Center Affordable Housing Development, LP to cover the cost of utilities, cleaning, compensation of staff, and facilities upkeep.
- O. Lessee. The individual or organization responsible under the lease agreement.

**II. Eligibility Requirements for Event Use**

Applicants must meet the following requirements to be eligible for use of the community room for a scheduled event.

- 1. The applicant must be one of the following
  - A. Resident of Apollo Towers, Parkview Plaza, or Tolin Terrace
  - B.
  - C. Civic, church, or other recognized organization in the local area
  - D. At least 21 years old.
- 2. The applicant must be willing to pay a security deposit and facilities rent as

determined by Clay Center Affordable Housing Development, LP in advance of the event

3. The applicant agrees to be responsible for
  - A. Any property damages caused by event participants and guests
  - B. Any disturbances caused by event participants and guests
4. The applicant agrees to pay for any costs incurred by Clay Center Affordable Housing Development, LP to clean, repair damages, or for any other reason associated with the event. This cost will be in addition to the facilities rent.
5. The applicant agrees to not allow alcoholic beverages at the event without approval by Clay Center Affordable Housing Development, LP.
6. The applicant agrees to hold the event between the hours of 7 a.m. and 11 p.m. so not to disturb the residents of Apollo Tower.
7. The applicant agrees to sign a lease agreement prior to the event.

### **III. Selection Factors**

The following order of factors are used to determine which eligible applicant(s) are selected for an event:

1. The event calendar will be filled on a “first come, first serve” basis.
2. If more than one request for the same date is received prior to scheduling of an event, preference will be given to residents.
3. No requested date will be scheduled until a lease agreement is signed.
4. The requested date will not be guaranteed until a security deposit is received.
5. The scheduled event will not be allowed to occur until the rent is received.

### **IV. Notification to Applicants**

- A. A signed lease agreement will serve as notice of acceptance to the applicant that the event has been scheduled.
- B. If an applicant is determined by Clay Center Affordable Housing Development, LP to be ineligible for an event, the applicant will receive notification in writing from Clay Center Affordable Housing Development, LP.
- C. Clay Center Affordable Housing Development, LP reserves the right to deny any request for use of the community room at its own discretion.

## **V. Community Room Use Standards**

- A. The number of participants or guests must not exceed 75.
- B. No smoking shall be allowed inside Apollo Tower.
- C. No pets shall be allowed inside Apollo Tower.
- D. The lessee shall use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances including elevators.
- E. The lessee shall refrain from, and cause the participants and guests to refrain from destroying, defacing, damaging, or removing any part of the premises, building, facilities, or common areas.
- F. The lessee shall pay reasonable charges for the repair of damages to the premises, building, facilities, or common areas caused by the lessee, participants or guests.
- G. The lessee shall behave and cause other participants and guests to behave in a manner that will not disturb the residents' peaceful enjoyment of their accommodations and will be conducive to maintain the facilities in a decent, safe and sanitary condition.
- H. The lessee shall refrain from and cause other participants and guests to refrain from illegal or other activity that impairs the physical or social environment of the facilities.
- I. No firearms, flammable materials, fireworks, explosives or other hazardous materials shall be allowed.

## **VI. Security Deposit**

1. If the lessee owes no rent or has caused no additional cost to be incurred by Clay Center Affordable Housing Development, LP, the entire amount of the security deposit shall be refunded at the end of the event.
2. The security deposit shall be used by Clay Center to cover any necessary costs incurred as a result of the scheduled event and to pay any unpaid rent that may be due. Any remaining balance shall be refunded to the lessee.

