

Housing Authority of the Seminole Nation of Oklahoma

POLICY

COMMUNITY FACILITY USE

These policies and procedures were adopted by the Housing Authority of the Seminole Nation of Oklahoma by Resolution # 2011-20 on November 18, 2011.

SECTION 1

GENERAL PROVISIONS

A. Introduction; Purpose. The Board of Commissioners (“BOC”) of the Housing Authority of the Seminole Nation of Oklahoma (“HASNOK”) hereby enacts this Community Facility Use Policy (“Policy”) in order to establish guidelines for the use of certain facilities by housing program participants (“Participants”) and organizations related to the HASNOK and/or the Seminole Nation of Oklahoma (“Nation”). These facilities are the property of the HASNOK and, in some cases, ownership is shared between the HASNOK and other entities who have invested in the community. This Policy is intended to protect and preserve these facilities for the use of future generations.

B. Interpretation; Applicability. This Policy supersedes any and all ordinances, policies, laws and/or resolutions regarding its subject matter. This Policy applies to the community pavilions of the Rolling Meadows and Econtuchka subdivisions, and such other community pavilions as may be constructed hereafter by the HASNOK and intended for use by Participants. This Policy does not apply to the administrative office complex, board room or tenant resources center of the HASNOK.

C. Compliance with Applicable Law. This Policy shall be implemented and may be conformed to comply with applicable provisions of the Native American Housing and Self-Determination Act of 1996 (“NAHASDA”), the Internal Revenue Service Code, the rules and regulations of the United States Department of Housing and Urban Development (“HUD”) and the Oklahoma Housing Finance Authority (“OHFA”) and other applicable tribal, state and federal laws. **This Policy shall not be construed or applied to prevent the HASNOK from complying with the terms and conditions of any federal grant or contract, including any rules or regulations applicable to HUD-assisted programs or the Low-Income Housing Tax Credit program.**

D. Sovereign Immunity. The HASNOK specifically retains all governmental immunities associated with its sovereign status. The HASNOK’s subsidiaries, employees, officers and agents shall share in its sovereign immunity from suit. The HASNOK does not waive its sovereign immunity in any respect and this Policy shall not be construed as such waiver.

SECTION 2

COMPUTER LAB (YVNVSV E-HUTE PAVILION)

A. General Provisions. The computer lab at the YVNVSV E-HUTE pavilion is intended by the HASNOK to provide basic, functional computer services for users who may not have access to such technology at home or elsewhere. Use of the computer lab is limited to Participants in the adjoining housing addition(s) owned and/or managed by the HASNOK, and their household members. The HASNOK does not provide

technical assistance or support with computer-related issues. The computer lab staff may assist users with basic applications, Internet and printing questions.

B. Hours of Operation. The computer lab will be available for use between the hours of 2:00 p.m. and 6:00 p.m., Tuesday through Friday. The HASNOK reserves the right to modify these hours based on the needs of the program, inclement weather, training/travel schedules, staffing limitations and other circumstances, with or without notice to the Participants.

C. Priorities. Priority for use of the computer lab and equipment will be administered on a space-available basis using the following system:

1. *Adults seeking Employment.* Adults who require the use of lab computers to complete their job searches or employment applications shall receive first priority consideration.
2. *Students.* Students who require the use of lab computers to complete their course assignments, research or other academic activities shall receive second priority access. Internet relay chat, and in most cases, e-mail are not considered course-related activities.
3. *Recreational Users.* If the computer lab begins to fill up, time limits will be set for Internet relay chat and e-mail use. If the computer lab is full, recreational computer users will be asked to vacate their computer stations to allow other users to complete job applications and/or class assignments.

D. Equipment; Supplies. Participants shall provide their own paper, and the HASNOK may impose additional restrictions (including the assessment of fees) regarding the use of ink, toner, paper and other supplies or equipment of the HASNOK. The HASNOK may impose additional restrictions (including fees) regarding use of the facsimile device and may prohibit use of the facsimile device by Participants at any time, with or without notice.

E. Electronic Data Storage. Users are permitted to save files to the local hard drive at their own risk. The HASNOK is not responsible if any files are lost, stolen or deleted. Users are encouraged to back-up their files by using their own discs or exterior drives. The computer lab does not provide discs or exterior drives.

F. Software. Computers are configured according to the needs of users and the HASNOK. Suggestions for hardware or software changes can be submitted to the IT Director of the HASNOK or his/her designee. Only software owned by or licensed to the HASNOK shall reside on computers or equipment. No software or "freeware" shall be installed on any of the lab computers without the prior consent of the HASNOK.

G. Additional Policies Regarding Use of the Computer Lab.

1. The consumption of foods and beverages, including bottled water, is prohibited;
2. The computer lab is a quiet area. Please silence all cell phones while in the computer lab;
3. Please refrain from having group meetings and cell phone conversations in the lab, as they are a distraction to other users. If deemed necessary, the computer lab attendant may ask persons violating this policy to leave the facility.
4. If any computer equipment malfunctions, users should not attempt to repair it and should notify the computer lab attendant;
5. Users are not allowed to print on specialty paper (such as resume paper) unless provided by the computer lab. Printing on specialty papers may jam or severely damage the printer;
6. All computers in the computer lab are for academic, instructional and research purposes only. Using computer lab equipment for commercial gain is strictly prohibited; and
7. Users shall not create, transmit or view email or images that might be considered inappropriate to other users, including, but not limited to, messages or images that are lewd, obscene, sexually explicit or pornographic.

SECTION 3

RESERVATION PROCEDURE

A. Permissible Uses. The community facilities of the HASNOK are primarily used for official business, functions and events of the HASNOK. It is intended that these facilities be used to the fullest extent for these primary purposes. The facilities listed in Section 1(B) of this Policy may be used by Participants or organizations related to the HASNOK and/or the Nation (“Tribal-Related Organizations”) for events that support a public purpose, benefit, service, training or interest to the HASNOK or Nation that otherwise could not occur without the facility being available. The HASNOK has the right to refuse use of facilities to any Participant or Tribal-Related Organization if the proposed event conflicts with the intended use of the building, applicable law, or any other confirmed reservation. The Participant or Tribal-Related Organization with a confirmed reservation is referred to herein as the “Licensee.”

B. Frequency of Use. No single Participant or Tribal-Related Organization will be given preference or priority so that the facilities are made available to serve the

needs of as many different groups as possible. The frequency with which one Participant or Tribal-Related Organization uses the facility is at the discretion of the HASNOK. No facility may be used by the same Participant or Tribal-Related Organization for more than seven (7) consecutive days, and there must be a four (4) day separation between each period of use. Participants shall be limited to four (4) hours per day of use of the facility, and Tribal-Related Organizations shall not use the facility for more than eight (8) hours per day without the prior, written authorization of the HASNOK.

C. Reservations.

1. *Eligibility.* The Applicant must be at least eighteen (18) years of age and a Participant in the housing project where the facility is located or an employee or agent of a Tribal-Related Organization.

2. *General Procedure.* Reservations for each facility will be accepted on a first-come, first-served basis. Reservations are not accepted more than six (6) months in advance of the scheduled event.

3. *Application.* Application forms and copies of this Policy will be available at the HASNOK office located at 101 South Hitchite in Wewoka, as well as on its website. Applications must be completed in full, signed and returned with any necessary fees and supporting documents. Applications are not valid until all fees are paid. The Application form attached as Appendix "A" of this Policy hereby is adopted and incorporated by reference.

4. *Assignment.* The Licensee shall not assign the reserved time at a facility to another individual or group without the prior, written authorization of the HASNOK.

D. Cancellations.

1. *Cancellation by the HASNOK.* The HASNOK retains the right to refuse requests to use any facility or to cancel reservations before or during use for non-compliance with this Policy or any other applicable law, or if the space is needed for use of the HASNOK or other governmental function.

2. *Cancellation by the Licensee.* The Licensee may cancel a confirmed reservation by providing notice to the HASNOK at least twenty-four (24) hours prior to the scheduled event.

SECTION 4

FEES AND ACCESS

A. Rental Fee. A fee of \$25.00 per day shall be assessed to the Licensee for facility use. The HASNOK may waive the rental fee for Tribal-Related Organizations in its sole discretion.

B. Cleaning/Damage Deposit. A cleaning/damage deposit of \$25.00 shall be paid by the Licensee, and is due no later than seventy-two (72) hours prior to the scheduled activity. Deposits may be refunded fourteen (14) days after the scheduled use of the facility. It will be mailed to the individual or group who made the reservation. A full refund will be given (minus any charges or fees assessed, repairs, replacement, clean-up costs, or any other failure to comply with this Policy) once the key is returned and the building and the premises have been properly inspected. Deposits will be returned if the reservation is cancelled no later than 24 hours prior to the scheduled use of the facility. Deposits may not be returned if the reservation is cancelled less than 24 hours prior to the scheduled use of the facility. The HASNOK may waive the cleaning/damage deposit for Tribal-Related Organizations in its sole discretion. The HASNOK reserves the right to increase or decrease the amount of deposit required for use of any facility, or multiple facilities, by any Participant or Tribal-Related Organization at the HASNOK's sole discretion. If the Licensee does not adequately restore the Facility premises to its "as found" condition, the Licensee shall be assessed a clean-up fee, which the Licensee shall forfeit to the HASNOK from the Licensee's Deposit. Nothing in this provision shall be construed to prohibit the HASNOK from assessing charges or fees in excess of the deposit amount.

C. Keys; Access. The keys to the facility shall remain in the possession of the HASNOK, and exits shall be locked and unlocked by an employee or agent of the HASNOK in accordance with the reservation schedule unless other arrangements are made and confirmed in writing. The Licensee shall not place any additional locks on the doors or tamper with the locking mechanisms in any way. In the event that any locking mechanism must be replaced due to no fault of the HASNOK, the Licensee shall be assessed a fee of \$50.00. Copying of the facility key is strictly prohibited.

D. Monitoring. During all activities and events, an employee or agent of the HASNOK may be assigned to monitor use of the facility. This employee or agent is not responsible for performing any personal services in conjunction with any activity or event. The employee or agent of the HASNOK has the right to enter any portion of the facility for any purpose whatsoever at any time during the scheduled event or activity.

SECTION 5

REGULATIONS FOR USE OF SPACE

A. General Provisions. The Licensee shall:

1. Secure any permits, licenses or approvals required in connection with the event;
2. Ensure that persons attending the scheduled activity do not enter any of the offices, storage rooms, mechanical and technology rooms or any other staff areas not meant for public use in the facility; and
3. Comply with all applicable laws of the United States, the State of Oklahoma and the Seminole Nation of Oklahoma. All persons in and on the property shall comply with official signs of a prohibitory or directory nature, and with the directions of security force personnel, the Resident Services Manager or other authorized individuals. The HASNOK may remove persons violating any provision of this Policy from the premises.

B. Prohibited Conduct. The Licensee shall not:

1. Use or permit the facility to be used for sleeping or lodging purposes;
2. Engage in or permit disorderly conduct, excessive noise, the obstruction of entrances, foyers, corridors, offices, elevators, stairways, and parking lots, or otherwise impede or disturb HASNOK employees and/or other Participants;
3. Admit to the facility a larger number of persons than is permitted by the HASNOK or occupancy permit; and/or
4. Permit smoking, drug use or consumption of alcoholic beverages in the facility or on associated grounds;

C. Minor Children. Adults attending events on HASNOK premises shall supervise their children at all times.

D. Additional Use Restrictions. All Licensees, visitors, guests and patrons must abide by the following additional restrictions on facility use:

1. The facility shall not be used in connection with any campaign for elected office of the Nation;
2. Vehicles are not allowed on lawns, planted areas, sidewalks or walkways of HASNOK property;

3. No animals are allowed inside HASNOK facilities, with the exception of disability assistance dogs on a leash no longer than six (6) feet in length, at all times;

4. Soliciting donations or contributions, collecting private debts, commercial soliciting and vending and displaying or distributing commercial advertising on HASNOK premises is prohibited;

5. Depositing or posting handbills, flyers, pamphlets, signs, posters, placards, or other literature, except governmental notices and announcements on the grounds, walks, driveways, parking and maneuvering areas, exteriors of buildings, and other structures, or on the floors, walls, stairs, racks, counters, desks, writing tables, window ledges or furnishings in interior public areas on HASNOK premises is prohibited;

6. Hanging decorations on the grounds, walks, driveways, parking and maneuvering areas, exteriors of buildings, and other structures, or on the floors, walls, stairs, racks, counters, desks, writing tables, window ledges, or furnishings in interior public areas on HASNOK premises which could damage the building in any way is prohibited without the prior, written approval of the HASNOK.

E. Furniture and Equipment. Furniture and other equipment may not be removed from rooms, placed outdoors, or removed from the property without the prior, written permission of the HASNOK. If the Licensee wishes to bring in additional furniture or equipment, it must be delivered/picked up at the facility only during a scheduled time, as approved by the HASNOK, in its sole discretion. The Licensee is directly responsible for any damage to facility or grounds, caused by any person directed by the Licensee to provide furniture, equipment or services to the facility. The Licensee is responsible for the safe operation and return of all equipment of the HASNOK. The HASNOK shall not be responsible for damage or loss to any furniture or equipment brought to the facility by the Licensee.

F. Kitchen Facilities. Some facilities have limited kitchen access. Kitchen tools, small appliances and utensils are not available for use. Kitchens must be left in the same condition or better, as such facilities existed before the event. The Licensee shall ensure that all appliances are turned off in the facility at the conclusion of the event.

G. Supplies. The Licensee shall obtain any and all supplies needed for the event.

H. Clean-up. The Licensee shall set-up, clean-up, and remove all trash, garbage, food, decorations, etc. from the premises at the conclusion of the event. The Licensee shall leave the facility exactly "as found" which shall include, but be not limited to, returning all tables and chairs to the areas in which they were located, and cleaning and all kitchen equipment and fixtures. The Licensee shall relinquish possession of the Facility at the conclusion of the event or activity, or the period of time covered by the reservation, whichever is later, in accordance with the requirements of this Policy and in the same condition in which it was received.

I. Emergency Procedures. In the event of an emergency, the Licensee shall immediately dial 911, contact appropriate emergency services, evacuate the building if appropriate, and notify both the main point of contact and the Resident Service Manager of the HASNOK.

SECTION 6

ENFORCEMENT

A. General Provisions. The Licensee is responsible for all clean-up, repair and replacement costs incurred as a result of any damage, harm, loss or improper use of the facility during the Licensee's possession of the Facility. The Licensee shall be responsible for all damaged, lost and/or stolen property of the HASNOK occurring during the period of the Licensee's use or occupancy of the facility.

B. Penalties. In the event that the Licensee does not pay the total amount of charges assessed for the use of a facility (including any damage charges), the HASNOK may use any and all available legal processes to collect the debt. Additionally, any failure by the Licensee to pay all fees and charges may result in the Licensee being barred from any future use of HASNOK facilities and/or termination of participation in the low-rent housing programs of the HASNOK.

C. Forum Selection. The Court of Indian Offenses of the Seminole Nation of Oklahoma ("CFR Court"), the District Court of the Seminole Nation of Oklahoma and/or such other courts as the Nation hereafter may establish shall be considered courts of competent jurisdiction for purposes of enforcement of this Policy, and the Licensee consents to the jurisdiction of these courts as a condition of using the premises.

SECTION 7

MISCELLANEOUS PROVISIONS

A. Limitation of Liability; Indemnification. The HASNOK shall not be liable to the Licensee or any of the Licensee's household members, visitors, guests, patrons or any other person using or occupying a facility during an event or activity for any damage to person or property. Further, the Licensee agrees to hold the HASNOK harmless from any claim, obligation, liability, loss, damage or expense, including without limitation attorney's fees and court costs, arising from any condition or natural feature -- known or

unknown -- affecting the premises of the facility. The Licensee shall be required to execute a release of liability for negligence or any damages caused to the Licensee or its property during the period of use of the facility. The form of release attached as Appendix "B" of this Policy hereby is adopted and incorporated by reference.

B. Appeals. Applicants or Licensees may appeal a denial of service or any other qualifying decision or action relating to implementation of this Policy pursuant to the Grievance Policy and Procedure for the HASNOK.

APPENDIX A

FACILITY RESERVATION FORM

SECTION I CONTACT INFORMATION

NAME:	HOME PHONE:
ORGANIZATION:	WORK PHONE:
ADDRESS/CITY/ZIP:	CELL PHONE:
EMAIL ADDRESS:	ALTERNATE CONTACT:
	ALTERNATE PHONE:

SECTION II EVENT INFORMATION

Event Name: _____

Type of Event: _____

Facility Requested: _____ Estimated Attendance: _____

Date(s) of Event: _____

Event Start Time: _____ Event End Time: _____

Equipment/Special Needs: _____

SECTION III ACKNOWLEDGEMENT

_____ By initialing here, I agree to the terms and conditions outlined in the Community Facility Use Policy of the Housing Authority of the Seminole Nation of Oklahoma and take responsibility for the action of all guests in attendance during the rental of the facility.

SECTION IV LIABILITY RELEASE

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the Housing Authority of the Seminole Nation of Oklahoma (the "HASNOK"), the Seminole Nation Housing Limited Partnership I (the "Partnership"), and/or the Seminole Nation of Oklahoma (the "Nation") (or for my children to so participate) for any purpose, including, but not limited to observation or use of facilities or equipment or participation in any program affiliated with the HASNOK, the Partnership and/or the Nation, the undersigned, for himself or herself and such participating children, guests and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will, inspect

and carefully consider such premises and facilities or affiliated program. It is further warranted that such entry into the premises for observation or use of any facilities or equipment or participation in an affiliated program constitutes an acknowledgment that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the undersigned and such children and guests.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE COMMUNITY FACILITIES OF THE HASNOK, THE PARTNERSHIP AND/OR THE NATION FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE HASNOK, THE PARTNERSHIP AND/OR THE NATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN AND GUESTS, HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the HASNOK, the Partnership and/or the Nation, or any director, officer, employee, and/or agent thereof (hereinafter referred to as the "Releasees") from all liability to the undersigned or such children and guests, and all personal representatives, assigns, heirs and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned or such children and/or guests, whether caused by the negligence of the Releasees or otherwise while the undersigned or such children and/or guests are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the HASNOK, the Partnership and/or the Nation.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned or such children and/or guests in, upon or about the premises or in any way observing or using any facilities or equipment of the HASNOK, the Partnership and/or the Nation or participating in any program affiliated with the HASNOK, the Partnership and/or the Nation, whether caused by the negligence of the Releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children and/or guests due to the negligence of Releasees or otherwise while in, about or upon the premises of the HASNOK, the Partnership and/or the Nation and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the HASNOK, the Partnership and/or the Nation.
4. THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and

inclusive as is permitted by applicable governing law, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

5. THE UNDERSIGNED HEREBY ACKNOWLEDGES that the HASNOK, the Partnership and/or the Nation are tribal governmental entities (and/or instrumentalities thereof) entitled to certain privileges and immunities, including the immunity from unconsented suit.

6. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made. **I HAVE READ THIS RELEASE.**

SIGNATURE: _____

DATE: _____