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Canton, MO 63435  
573-288-0550

## **Rentals Policy & Procedures**

For Membership Information:

573-288-0550

[cantoncommunitycenter@gmail.com](mailto:cantoncommunitycenter@gmail.com)

[www.cantoncommunitycenter.com](http://www.cantoncommunitycenter.com)

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**Please note: all forms are available by contacting the Director or by visiting our website!**

This Policy and Procedures manual may be reproduced in whole or in part by an employee or Board of Director of the Canton Community Center. All other reproductions is prohibited unless written permission is obtained from the Canton Community Center.

## **MISSION STATEMENT**

Striving to empower the community through supplemental education and socialization.

## **POLICY STATEMENT**

The Canton Community Center is an organization designated by the IRS as a non-profit 501(c)(3) and is designed to provide facilities for educational and exercise classes, meetings, and social events. The following policies and regulations have been established to assure fair usage and maximum enjoyment.

## **BENEFITS OF RENTALS**

The Canton Community Center offers rentals of its space to any individual, with preference and discounts given to members of the Canton Community Center. The Canton Community Center is a building that strives to be open to all community members and beyond. The Center has two different rooms that can be rented by members and non-members alike. Each rentable room is described below as well as its generally recommended uses. Hours of operations of the Community Center are Sunday through Thursday 6:00 a.m. until 10:00 p.m., and Friday & Saturday 6:00 a.m. until 11:00 p.m.

## **USERS**

Groups or individuals using the Canton Community Center's facilities will be required to comply with rules and policies governing same. Failure to comply could subject the group or individual to the loss of use privileges.

The following uses are generally permitted; meetings, parties, receptions, dances, social or cultural activities, fundraising activities, along with our business incubator program and classes held by the Canton Community Center through the support of many instructors.

Certain uses identified below may be allowed, following the approval of the Canton Community Center.

## **Sales and Solicitations**

Sales and solicitations are gatherings for the purpose of advertising, sales, solicitations, or display of articles for sale. This shall not apply to sales meetings conducted by private organizations for their own dealer or personnel, nor to our Business Incubator Program. Commercial uses of the Canton Community Center, when not part of our Business Incubator Program, are low priority uses of the Center resources and will only be permitted when there is no competing request for use of the Center. The Canton Community Center recommends if sales and solicitations of goods is requested and this will be on an ongoing basis, to apply for our Business Incubator Program.

Sales or solicitations do NOT include incidental sales at a meeting or gathering otherwise authorized in the rules and policies for the Canton Community Center. Sales and solicitations also do NOT include fundraising activities conducted by preauthorized groups from the Canton Community Center Director or our Board of Directors.

## **Fundraising**

Fundraisers are only permitted on behalf of the Canton Community Center, or benevolent, philanthropic, patriotic, charitable organizations, or other fundraisers that the Director or Board of Directors deems fit. Every organization or individual intending to conduct a fundraising activity must provide the Canton Community Center Director with the following:

- A rental agreement form (for space to be used)
- Name under which the charitable organization intends to solicit contributions.
- General purpose for which the charitable organization is organized and purpose for which the contributions to be solicited will be used.

- Whether organization or individual hosting has ever been banned by any court from soliciting contributions or lost its authorization to so solicit contributions.
- Other information as may be necessary or appropriate in the public interest or for the protection of contributions

## **RENTABLE ROOMS**

The Canton Community Center is a building that strives to be open to all community members and beyond. The Center has two different rooms that can be rented by members and non-members alike. Each rentable room is described below as well as its generally recommended uses. Hours of operations of the Community Center are Sunday through Thursday 6:00 a.m. until 10:00 p.m., and Friday & Saturday 6:00 a.m. until 11:00 p.m.

### **Great Room**

This is the larger of the two rooms, the room is home to a hardwood floor, large open space, and a mirrored wall. This room is fitting for any classes, presentations, or anything that requires a large open space. The space is also ADA accessible. Tables and chairs can also be requested for this room.

### **Kitchen/Conference Area**

This is a smaller room, sectioned off in to two different areas, the main area is home to a commercial kitchen with a 6 burner stove top, double oven, microwave, refrigerator, and prep area with sink. This section is fitting for any cooking classes or presentations, and cooking for events. In addition, the Conference area is great for a smaller board meeting for businesses or organizations.

We also offer the opportunity to rent the building as a whole. If you wish to rent a portion or all of the Center, please contact the Director for an application, or go to our website for a printable form.

## **SCHEDULING POLICY**

Proper notification is required for any individual or group using the Canton Community Center. Members are required to complete an application and agree to the terms of the contract and this handbook. You may place a hold on any time/day by calling the Canton Community Center however no guarantee on the time/day will result until an application is filled out and the security deposit is paid. If making a reservation within 2 weeks of your date, all fees must be paid at the time of reservation with cash or credit card, sorry no checks during this time period.

## **CANCELLATION**

In the case of cancellation, Cancellations past two weeks will forfeit security deposit, and double security deposit penalty may apply for next booking. Cancellations one to three days prior will forfeit security deposit and HALF of rental fees, and a double security deposit penalty may apply for next booking. Cancellation same day will forfeit security deposit and ALL rental fees, and a double security penalty may apply for next booking. Although we will take every measure to avoid a cancellations, the Canton Community Center reserves the right to cancel rentals due to conflicts, inclement weather, or emergency conditions. Cancellations due to the error on the Canton Community Center, inclement weather, or emergency conditions, will result in full refund of all fees and security deposits. In no event shall the Canton Community Center be liable for consequential damages for any reason whatsoever. Please complete a "Cancel Rental Agreement" form. Changes can be made by completing a "Change Rental Agreement".

## **FEES**

Fees are charged in order to off-set ongoing maintenance costs and minimize public subsidy for this building.

**All fees must be paid two weeks prior to the rental date.**

## **DAMAGE OR EXTRA CLEAN-UP**

If the community center Director determines that damage has occurred to the facility or that there is a need for extraordinary clean-up measures, the cost of these damages will be deducted from the room deposit paid. If charges are more than the room security deposit received, the user will be billed the additional charges. Failure to pay these extra fees will lead to legal actions. Rentals must account and pay for any additional time required for setup and cleanup. Additional time can be added at the standard rental rate IF there are no other events, functions, or space usage conflicts payable upon addition a minimum of three days prior. If there are space usage conflicts renters must vacate premises upon agreed time. All renters are responsible for removing items that are brought into the rental space. Any materials hung on walls must be hung with BLUE PAINTER TAPE ONLY. Room exits must be kept clear at all times for safety and security reasons, all doors leading in or out of the facility may not be propped open during events. Food and drinks are confined to designated areas and may not be in the office area if open. There is a strict NO GLITTER OR CONFETTI policy. Any glitter or confetti that is found on the premise, will result in FULL security deposit being withheld. Any renters that require a portion or all of the security deposit withheld may be accessed a higher security deposit during the next booking of the Canton Community Center. Renter is responsible for their own clean-up. Trash must be taken out to the dumpster located on the premises, and any kitchen utensils or equipment must be cleaned after use. Rooms are to be left clean and in same arrangement prior to use. All decorations and signs put up by your group must be removed. Clean off and break down all tables and chairs used by your group. Sweep, mop, or vacuum all floors used. Cleaning equipment and supplies are available for your use. There will be a minimum of \$50 for each un-cleaned room(s) fee may be higher dependent upon mess left. The Canton Community Center reserves the right to charge any and all clean-up fees, using the "Penalty Fee Withhold for Rental Agreement" form, in their discretion.

## **SET-UP**

Rentals must account for and pay for any additional time required for set-up. Additional time can be added at the standard rental rate IF there is no other events, functions, or space usage conflicts payable upon addition a minimum of three days prior. If there are space usage conflicts renters must vacate premises upon agreed upon time.

## **ROOM DEPOSIT**

Room deposit is required by all renters. Please see application for current rates per room type selected. This deposit may be paid by check, credit/debit cards, or cash, if received prior to two weeks before event. If less than two weeks, only credit/debit cards or cash will be accepted. The deposit is used to cover anything that is damaged or not left in good condition. After inspection, room deposits will be returned 7-10 days after the completion of your rental. Deposit fees are required to be paid at time of signage of rental agreement, failure to pay the security deposit at this time voids the rental agreement until receipt of security deposit is paid. The Canton Community Center reserves the right to waive a security deposit for repeat or reputable renters, this option is open to the Director or Board of Directors.

## **CHECKS**

Checks should be made payable to "Canton Community Center" with a memo of the date of rental. All returned checks will be accessed a \$35 NSF fee.

## **SUPERVISION**

The Canton Community Center rental supervisor, staff, Director or Board Members reserve the right to monitor your event at any time. Renters are responsible for their guests, (for both private and public events) and are liable any damages or issues that may arise. If a problem should arise and the Renter does not take immediate action to correct it, the Canton Community Center reserves the right to redirect the rental, or immediately cancel the rental without additional notice or refund of rental fees. The Canton Community Center reserves the right to bill the Renter for any damages that any of the Renter's guests cause.

### **ALCOHOL & SMOKING**

You must request the option to serve alcohol with the Rental Coordinator at time of booking or at least 2 weeks in advance of your rental. Rentals that will serve alcohol must: (1) Pay double rental fee (2) pay an additional refundable security deposit (double normal rates) (3) Apply for applicable permits with the City of Canton, Lewis County and/or State of Missouri. Smoking is NOT permitted anywhere within the Canton Community Center and cannot occur within 50 feet of the Community Center. Drug use is NOT permitted anywhere on property, anyone under the suspicion of drug use will be escorted off property by the Canton Police Department.

### **ROOM CAPACITY**

Rental spaces have a maximum capacity as determined by the Fire Marshall. In the event room capacity is exceeded, the Canton Community Center staff will ask that you remove guests until capacity is no longer exceeded.

Great Room Maximum \_\_\_\_\_ Kitchen Maximum \_\_\_\_\_ Combined \_\_\_\_\_

### **FACILITY RENTALS**

Standard Facility rentals are charged an hourly rate. A two hour rental minimum is required for rentals that take place. Renters are responsible for all setup and cleanup and must request any additional time for desired setup and cleanup. The standard rental rates applies to ALL room use (setup, event time, and cleanup) Tables and chairs are available and included in the rental costs.

### **LOST AND FOUND/VENDOR DROP OFF AND PICKUP**

Any items left behind will be placed in the office for a maximum of 30 days from the event. Failure to arrange pickup will result in discarding of items, and subject to storage and or disposal fees. Any items that will be picked up by vendors must be picked up before the end time of the event, the Canton Community Center will not be responsible for ensuring items are picked up or accessible during pickup time. Failure to remove all items by end time of event may be subject to storage and or disposal fees. Prior arrangements may be made with the Canton Community Center Rental Coordinator for vendor pickup or drop off, but at the discretion of the Rental Coordinator and availability of staff.

### **CREDIT CARD AUTHORIZATION**

The Canton Community Center requires the Renter to fill out a "credit card authorization form" and the Renter agree to any and all charges placed on this card for anything, but not limited to, unpaid rental fees, damages, late departure fees, storage fees, and cleaning fees.

### **OTHER TERMS**

As a renter of our venue these additional terms are required to be met.

- Must be at least 18 to rent the facility, 21 if alcohol will be present.
- Additional liability insurance may be required for special events and/or equipment, i.e.: medical fairs, inflatables (bounce houses) etc. Please see the rental coordinator for more information.
- Music is permitted however please be aware that the premises are located near residential units and therefore neighborhood noise regulations do apply. The Canton Community Center Staff or any Police Officer reserves the right to ask the music to be turned down, failure to do so will be grounds for immediate vacating of premises. Music must end at 10 p.m. weekdays (Sunday thru Thursday) and 11 p.m. on weekends (Friday and Saturday) and premises vacated by 12 p.m. each night.
- Lighted candles are allowed with proper glass coverings over the candle.
- Insurance Coverage: The Canton Community Center does not provide insurance for injuries sustained during Center activities or events. All attendants use the Canton Community Center facilities and participate in events at their own risk.

- Lost and Found Policy: Any items that were lost and then found, which resemble clothing of any kind, footwear, hats, or fitness accessories, will be stored temporarily at the Center. If the items are not claimed within 30 days we have no choice but to discard or donate them. If the item lost is jewelry or has any significant value, it will be held in a secured location for three months. Please contact the Director for claims on all items.
- Parking: Parking is free to all Canton Community Center visitors. If our lot is full and street parking is required please adhere to local laws and be respectful of our valued neighbors.
- We require that no child under 13 years of age be left unattended. Please note that we are not responsible for pickup and drop off of children and the instructor & Center cannot provide “babysitting” services before or after an event.
- Any event that requests to not have photos or videos taken of them, are required to initial on the application under the section “Photo Release” or by completing a “Photo Suppression” form. Please note that the Canton Community Center will do its best in suppressing all photos and videos of the individual(s) but due to the nature of our center, this may not always be possible and you can request a photo or video to be removed, and if possible the Center will make every effort to do so, however this may not always be possible. The Canton Community Center cannot be held liable for any third party photography.
- Any and all guests, expressly agrees to indemnify and hold the Canton Community Center, Staff, Director, and Board of Directors harmless for any and all claims of any nature arising from or due to the Members use of the Community Center.
- CODE OF CONDUCT: The Canton Community Center is committed to providing a safe and welcoming environment for all of our Members and guests. To ensure the safety and comfort of all who visit the Center, we ask individuals to act appropriately at all times while they are in our facility or while they are participating in Center programs. We expect persons using the Center to behave in a mature and responsible way and to respect the rights and dignity of others. Our Code of Conduct does not permit language or action that can hurt or frighten another person or falls below a generally accepted standard of conduct. Specifically this includes:
  - Angry or vulgar language including, swearing, name-calling and shouting.
  - Physical contact with another person in any angry or threatening way.
  - Any demonstration of sexual activity or sexual contact with another person.
  - Harassment or intimidation by: words, gestures, body language or any other menacing behavior.
  - Carrying or concealing any weapons or devices which may be used as a weapon.
  - Behavior which intends to or results in the theft or destruction of property.
  - The sale, possession, distribution, or use of any illegal substance – or alcohol, unless at an event- by an individual on Center property is prohibited and will constitute grounds for immediate termination of membership and possible prosecution.

Please report any inappropriate or suspicious behavior immediately to the director or staff person. Any member or non-member may be *written up* when such behavior warrants this, The Director or Staff member will use the “Member Warning Form”. If warranted the Director or Staff may also ban an individual or group by using the “Banned Member Form”. Both forms will apply to Non-Members as well. There is no set number of warnings before a member or non-member is banned, the severity of the incident will be the judge of this. Any complaints about this process please fill out the “Complaint Form” more information on this process can be found further in this document.

## **PAYMENT OPTIONS**

The Canton Community Center offers several different ways to pay for your rental agreement they are as follows;

- EFT (electronic funds transfers): EFT is available for any Rental. A \$2.00 fee does apply per EFT transaction. EFT will be processed on the first of each month that membership is due. EFT is available using a Checking or Savings account, and/or a Credit or Debit card. Accepted Cards are MasterCard, Visa, and Discover. For each EFT transaction that is returned as NSF (non-sufficient funds) a \$35 fee will be accessed. If an EFT transaction is denied, an email will be sent to the email on file, the Center will resubmit the EFT transaction on the 15<sup>th</sup> and 30<sup>th</sup> of each month, to try to obtain payment.
  - To set up an EFT please fill out the “Electronic Funds Transfer Add/Change/Cancel form”. If you wish to change or cancel an EFT transaction, please complete the same form following the directions on the form.
- Where EFT is the best option we also allow Cash, Check, and Money order payments for rental agreement(s). Fees are due in hand of the director, on or before the second week prior to rental date by 12 p.m. If payment is not made by this time the rental agreement will be considered null and void, with the exception of any rentals agreements that take place inside of this 2 week window, then full payment is due at signing. Any NSF returned checks are subject to a \$35 NSF Fee.
- The Canton Community Center reserves the right to adjust the rental fees, please consult the “Rental Space Application”. Once a “Rental Space Application” has been signed by both the Center Representative and the Renter, the rate is locked and will not be changed.

### **REVOCATION OF PERMIT FOR USE**

IF at any time the Canton Community Center or the Canton Police Department determines that any use of the Community Center is contrary to public health and safety of the City or such use is tending to cause or provoke a disturbance, the Community Center Director, Board of Directors, or Canton Police Officer may revoke the Renters permission to occupy the Community Center and such groups or individuals shall upon notice immediately vacate the Center. A Rental Dismissal Form” will be emailed to you once completed for your records.

### **HOLD HARMLESS**

The Renter, and all guests, as consideration for the approval of the applicant’s request for the usage of the Canton Community Center, expressly agrees to indemnify and hold the Canton Community Center, Staff, Director, and Board of Directors harmless for any and all claims of any nature arising from or due to the applicant’s use of the Community Center.

### **HOLIDAYS**

The Canton Community Center is open year around, however due to certain holidays it may be in the best interest to close the Center so Employees and patrons can observe these with their family, in addition, this allows the Center to be open from classes to allow room rentals to Members, the public or the Center for special gatherings or events. The Center will be closed, but not limited to, the following days; Labor Day, 4<sup>th</sup> of July, Easter, Memorial Day, Thanksgiving, and Christmas.

### **INCLEMENT WEATHER**

All rental cancellations and building closings due to weather or emergency will be posted on the Facebook page of our center, and we will make every effort to broadcast such notices on the following TV stations, WGEM and KHQA. Please understand that there might be an unexpected occasion that will require us to cancel or close without advance notice. Credits will be issued if the Canton Community Center cancels a prepaid class, please see the refund policy in this document. No discounts to monthly or yearly memberships will apply for cancelled classes, Membership fees are not refundable.



## **MAINTENANCE OF BUILDING**

Maintenance of the building may be required at times. The Canton Community Center will do all in its power to limit the interruptions to all, however this may not always be possible. The Canton Community Center will try to schedule all scheduled routine maintenance during its scheduling period or during non-peak hours. However, unplanned maintenance or emergency service may be required, and the Canton Community Center may need to cancel class(s). Please note that the Center does not do this lightly and we will limit interruptions.

## **REFUND POLICY**

Membership dues are non-refundable/nontransferable. Program refunds will be made only if the Canton Community Center, not the instructor, cancels a class. Missing a class does not warrant a refund. Please note, if a refund is warranted, it may take up to two weeks to process the refund, and the Canton Community Center will provide you with a "Refund Form" via email, once there is due cause to provide such refund. No discounts to monthly or yearly memberships will apply for cancelled classes, Membership fees are not refundable.

## **MEMBERSHIP REFERRALS**

The Canton Community Center offers members the ability to refer an individual and receive a discount on that month's membership. Existing members that are in good standing, payment and warning status, and are not currently in frozen status can refer members and receive a discount of \$1 (one dollar) per individual that signs up for a membership and after their first payment, for a maximum of \$5 (five dollars) in discounts a month. This is a one-time discount for that individual and the discount does not apply each month the new member is enrolled, nor if the individual lets their membership expire and the existing member refers them again. Membership discounts will be applied on the next month's membership, if there is less than 14 days before billing than the discount will be applied the following month. If an existing Member wishes to refer someone, a "Membership Referral Form" is required to qualify for this referral program.

## **COMPLAINTS**

The Canton Community Center is a building designed to provide facilities for but not limited to educational and exercise classes, meetings, and social events, however as with any function where there is people and brick & mortar buildings, there is a chance that a complaint may arise. We, at the Canton Community Center, take all complaints seriously. Due to this, we have created a complaint process. If a complaint arises, please request a "Complaint Form" from the Director or you may obtain one on our website. Please fill out as much information as possible and in great detail. Once completed return to the director, and we will take appropriate measures. If the complaint is about the Director, then forms may be returned to any Board of Directors in person or via E-mail to the Board of Directors email found on the form. All Complaints regardless of severity will be reviewed by the Board of Directors at each meeting, as time allows, in which time policy and procedures may change, and/or action taken against an individual or group, or a solution to the problem as requires. If a complaint is about the Board of Directors decision, any individual or group may request to be heard at the next board meeting. A request for a third party mediator may be requested at the cost to the individual requesting the third party, all requests must be done via e-mail to the email on the complaint form. All complaints must be filed within 15 days of incident.

## **INJURY or ACCIDENT REPORT**

The Canton Community Center takes all injury or accidents seriously. As a result, any time there is any incident that has injured an individual or property, an "Incident Report" is REQUIRED to be completed. This form must be filled out within 24 hours and statements collected from all parties. Incidents will remain in possession of the Canton Community Center for a period not less than required by law, and may be passed to the insurance carrier of the Canton Community Center, police, and any individual requesting that was a part of the incident (some information may be withheld if it does not pertain to that individual). Forms may be obtained from the Director or via our website.

**EEOC STATEMENT**

The Canton Community Center is an equal opportunity provider and employer.

**REVIEW AND AMENDMENT PROCEDURES**

It is recognized that as conditions change, these “Policy and Procedures for the Canton Community Center” will need to be reviewed and possibly amended or revised to reflect those changes or to address omissions which have become apparent.

**Rental Handbook Acknowledgment**

I have received a copy of the Rental Handbook. I acknowledge that I will read and make myself familiar with the information contained in the Rental Handbook. I understand the information contained in the Handbook and agree to abide by the policies and procedures set out in the Handbook. I also understand that it will not be a defense to any misconduct if I have not read the Rental Handbook or do not understand any of its provisions. I further acknowledge that I have had adequate opportunity to ask questions and become fully informed about the policies and procedures contained in the Handbook.

I additionally confirm that in signing this acknowledgment and having a copy of the Rental Handbook, I understand the Handbook does not form a written rental agreement between the Canton Community Center and me. I understand that I am not required to rent the space at the Canton Community Center for any set period of time and that the Canton Community Center is not required to rent to me.

I further understand that the policies and procedures set forth in the Handbook are subject to change at any time, with or without notice, in the sole discretion of the Canton Community Center and that new policies and procedures may from time to time supersede or supplement those set forth in the Handbook.

I understand also that it is my obligation to inform the Canton Community Center of changes in my address or telephone number, and any other changes that may affect the rental and I agree to the cancellation policy, and the Director or Board of Directors have a right to limit, change, or cancel this contract.

Renters Printed Name: \_\_\_\_\_

Renters Signature: \_\_\_\_\_

Date: \_\_\_\_\_

This signed and dated acknowledgment will be placed in the Renters file.