



210 N. 7<sup>th</sup> Street  
Canton, MO 63435  
573-288-0550

## **Incubator Policy & Procedures**

For Membership or Incubator 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!**

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## **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 THE BUSINESS INCUBATOR PROGRAM**

The Canton Community Center offers individuals or a group of individuals' space for the use of growing a business or business idea in hopes that one day in the near future the individual or group can expand and open a brick and mortar of their own. 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 utilized individually or together, by the Business Incubator Program. 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. However each Business Incubator will be assigned a time based on scheduling, demand, and availability, and this will be discussed when completing the application process.

## **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

## **BUSINESS INCUBATOR MEMBERSHIP**

The Canton Community Center is a dues paying center. Membership begins on the date indicated on your Business Incubator application (please obtain from the Director or our website) and remains active until cancelled by you or the Center (by using a following the Exit Program listed in this document). Please observe the following policies as a member of the Canton Community Center. Please contact the Director if you have any questions or would like an additional copy of these policies.

- Non-Sufficient Funds Fee: There is a mandatory \$35 charge for all returned checks or EFT transactions, including any recurring fees placed upon a credit or debit card.
- Schedules, Fees and Classes: All Business Incubator Programs are scheduled at minimum of one month in advanced and will be subject to the time allotted on the schedule. All fees for the Business Incubator Program are due at the beginning of each month. See Payment section of this document. If a Business Incubator Program is started after the 1<sup>st</sup> of the month and the Business wishes to use the facility, only available time will be allotted to the new business and dues are pro-rated for the month you sign up. Annual Members are expected to pay the pro-rated fee plus the first year fee when upon registration and membership will end at the end of the month but 12 months later. Monthly draft Members are expected to pay the pro-rated fee and EFT transaction fee each transaction.
- The Business Incubator Program is open to any and all start up and existing businesses, however the Canton Community Center may choose to limit individuals and businesses, to limit competition among same programming.
- Anyone applying for the Business Incubator Program must agree to a 6 month contract, after the 6 month contract has lapsed, a monthly contract will follow, meaning the first 6 months of the program is required to begin (paid monthly) after 6 months either party may cancel the contract with appropriate notice given. The Canton Community Center reserves all rights to end a Business Incubator Program before the 6 month timeline has elapsed for any reason seen fit by the Board of Directors or the Director.
- Business Incubators are scheduled by the Director on a monthly basis, The Center will do everything in its power to ensure that the times selected on your application and discussed during setup of your Business Incubator are met, however, there may be extenuating circumstances which result in this not always being possible. The Center will contact you to settle this on a case by case basis.
- The Canton Community Center reserves the right to increase dues at its discretion 60 days in advanced with written notice. Written notices will be sent electronically to the email address on file if provided, or mailed and considered delivered once the letter is dropped in the USPS mail box. The Canton Community Center will evaluate fees every 3 months to decide increases or decreases of dues. Reasons for increases can be a number of reasons, such as, but not limited to; heave usage of water or electric.
- This Business Incubator program grants the Business access to the Canton Community Center at the agreed upon rates as stated in the application for the number of hours agreed upon in the application. Rates will increase, on the yearly anniversary date of my application at a rate of 10% based off current rate during anniversary date. I.E. rates at \$75 a year later will be \$82.50. This annual increase will be sent electronically via email on the application, or if no email the address, 60 days prior to the anniversary. Letters will be considered delivered once dropped in the USPS mail box.
- If ownership of the Business or any account details change, it is the responsibility of the Business Incubator to inform the Director in writing. Changes of ownership may result in discontinuation of the Business

Incubator Program agreement, however withholding any changes in fear of discontinuation of the agreement will result in immediate termination of program and any additional reapplication will be denied.

- Marketing, promotions, or services related to the Business Incubator are the sole responsibility of the Business incubator. The Center Director will, if schedule allows, to assist in ideas or assistance with questions of what works and does not work. However, this information is for informational purposes only and the Business Incubator will hold harmless the Director and Center if the Business sees no gain from assistance. At the discretion of the Director or Board of Directors, the Business Incubator may be featured on social media and/or newsletters, calendars, etc.
- Business Incubators, are to attend at minimum of four free networking events, per calendar year, for the purpose of creating new contacts and presenting the Business Incubator products (with the exception of waived Business, determined during application.) The Center understands that not every Business under the Business Incubator Program will have a product to present, however promotional collateral may be a substitution. Examples of these events can be but not limited to Sample Canton or Involvement day at Culver-Stockton college, Business after/before hours, or a booth at a town event(fee may apply). Business Incubators that attend a networking event off of the Center Property are required to email the Director a minimum of 2 days before the event, verification may be enforced by the Director.
- Cancellation of Business Incubator Program: Please see the Program Exit section of this document.
- Physical Exams: Before beginning any exercise at the Canton Community Center, we strongly recommend that each Member complete a physical exam with your primary care physician. It is your responsibility to ensure you are healthy enough to complete a class, the Community Center will not be held liable for any injury, death, or problems associated with any exercise class.
- Insurance Coverage: The Canton Community Center does not provide insurance for injuries sustained during Center activities, Business Incubators, or events. Members use the Canton Community Center facilities and participate in programs and events at their own risk. Business Incubators are required to obtain and provide to the center a copy of their business insurance policy. For more information please see the Insurance section of this document.
- Cell Phone Policy: Our Center has instituted a cell phone policy for the protection of each Member's privacy and safety as well as to maintain a peaceful environment for all to enjoy. Cell phone use is prohibited in all programs and classes. Members may have phones on their person, however they must be turned to vibrate, and if a conversation is required they must step outside to conduct said conversation. Business Incubators are permitted to use their personal cell phones for any business they conduct. Please note that no phone or message system is provided for the Business Incubator, the Centers phone is for Community Center use only.
- 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 members. If our lot is full and street parking is required please adhere to local laws and be respectful of our valued neighbors.
- Youth supervision: the safety and comfort of your child is our first priority. When your child is enrolled in a Canton Community Center Class, you can be assured that the instructor is a trained individual with experience working with children. 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 a class. If a child is present during a Business Incubator Program, it is the responsibility of the Business to provide supervision, and is required to follow any and all federal, state, and local laws regarding child labor. The Center assumes no responsibility in ensuring proper paperwork and age requirements are met.

- If the Business Incubator includes pets, or pets will be on property, the Business Incubator pets are restricted to ONLY the Great Room, and any messes left will result in a \$50 fine PER MESS and be charged to the payment authorized for monthly fees. No pet shall be allowed on property without the presence of its owner. In addition, all pets will NOT be allowed in the Kitchen side of the Center due to health code violations. All pets must be current on all vaccinations, and parasite control, nor have recent history (6 months) of infection or ringworms. All pets must be approved in writing by the Director or Board.
- Any Business Incubators that requests to not have photos or videos taken of them, are required to complete 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 can not be held liable for any third party photography.
- Any members, 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.

## **USABLE 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 used for its Business Incubator Program. Each usable 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. However each Business Incubator will be assigned a time based on scheduling, demand, and availability, and this will be discussed when completing the application process

### **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. The Business Incubator Program Users are required to complete an application and agree to the terms of the contract and this handbook. You may use the room during the time allowed via the master schedule each day. However no guarantee on the time/day will result until an application is filled out and the security deposit is paid.

### **CANCELLATION**

In the case of cancellation, Daily cancellations by the user of The Business Incubator Program for use does not require any notice, however notice is requested to be sent to the director. The space you occupy is yours to show up as often as needed during the scheduled time. However excessive non-use or daily cancellations may require ending your agreement with the Center as to there may be other Business Incubators, renters, or classes/programming the Center would like to offer. When it comes time to cancel your use completely please see the Exit Process listed further in this document. Although we will take every measure to avoid a cancellations, the Canton Community Center reserves the right to cancel Business Incubator Programming due to conflicts, inclement weather, or emergency conditions. Cancellations due to the error on the Canton Community Center, inclement weather, or emergency conditions. In no event shall the Canton Community Center be liable for consequential damages for any reason whatsoever.

### **FEES**

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

**All fees must be paid within 15 days of invoice (first of the month). If you offer a class, CCC members receive a 50% discount.**

### **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 added to the monthly billing and an invoice will be sent to the email on file. If damages are charged after this month's billing, then the damage's will be placed upon the next month's billing Failure to pay these extra fees will lead to legal actions. Users must account and plan for any additional time required for setup and cleanup. Additional time MAY be available for a possible additional charge, please see the Director for changes in the schedule. Changes in time can be added at the standard use 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. All Users are responsible for removing items that are brought into the 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 faculty 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 an additional full months charge for each incident, and possible exit from the program. Users are 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 use 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 \$100 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**

Business Incubators 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.

### **CHECKS**

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

### **SUPERVISION**

The Canton Community Center staff, Director or Board Members reserve the right to monitor your event at any time. Users 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 Business Incubators use for the day without additional notice or refund of rental fees. The Canton Community Center reserves the right to bill the Business Incubator User for any damages that any of the Users guests cause.

### **ALCOHOL & SMOKING**

You must request the option to serve alcohol with the Director at time of creating your Business Incubator or at least 2 weeks in advance of any rentals that you may request. Rentals and Business Incubators that will serve alcohol must: (1) Pay an additional \$100 fee per month for use with the Incubator OR Pay an additional \$100 fee per rental event (2) pay an additional refundable security deposit (double normal rates) only applies to rentals (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.

### **BUSINESS PLAN**

All Business Incubator Programs are required to have a Business Plan by the end of the first year. A sample Business Plan can be obtained from the Director. In addition every 6 months each Business Incubator is required to provide to the Canton Community Center an up-to-date financial statement for the purpose of evaluating the Centers Business Incubator Program and to determine the longevity of the Business in the Business Incubator.

### **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 as 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 four 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 date found. 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 usage time specified in the business incubator agreement or rental agreement, 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 Director for vendor pickup or drop off, but at the discretion of the Director and availability of staff.

### **CREDIT CARD AUTHORIZATION**

The Canton Community Center requires every Business Incubator to fill out a “credit card authorization form” and the User agree to any and all charges placed on this card for anything, but not limited to, unpaid Business Incubator fees, unpaid rental fees, damages, late departure fees, storage fees, and cleaning fees. It is the responsibility of the Business Incubator User to ensure this card information stays up to date. Failure to maintain an active card could result in exit from the program.

### **OTHER TERMS**

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

- Must be at least 18 to use or 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 11 p.m. each night.
- Lighted candles are allowed with proper glass coverings over the candle.

### **PAYMENT OPTIONS**

The Canton Community Center is conducting a Business Incubator Program and collects DUES for this. Dues are due on the first of each month for monthly Members and on the first of the anniversary month for annual members.

- Annual Dues: Dues are to be paid on an annual basis. A one-time payment is required (discount does apply) during registration and subject to pro-ration if membership is started that day. Each subsequent year the Member invoice will be sent out via email on the account, approximately 45 days prior to expiration, a reminder will be mailed two weeks prior to due date, if payment has not been received. Fees will be due by the date on the invoice (first of the month.)
- Monthly Dues: Dues are to be paid on a monthly basis. A payment is due at time of registration and subject to pro-ration if a business would like to be placed in any open slot for that month. Each month a reminder email will be sent out approximately one week before the first of the next month.
- EFT (electronic funds transfers): EFT is available for any Business Incubator. A \$2.00 fee does apply per EFT transaction. EFT will be processed on the first of each month that Dues are 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 assessed. 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. For each day late, a \$10 late fee will be accessed up to equal the amount of the Business Incubator fee for that month. Business Incubators will be suspended until all Dues, late fees, and NSF fees are paid in full. After 2 months of non-payment Business Incubator will be cancelled and User will be invoiced for all NSF fees due and missed monthly payments. Failure to pay within 30 days from invoice User will be turned into collections.

- To set up an EFT after the Business Incubator program has started 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 Dues. Dues are due in hand of the director, on or before the first of each month by 12 p.m. Late fee will be accessed at a rate of \$10 per day after the first of the month, up to equal the Business Incubator dues for that month. Use will be suspended until all Dues, late fees, and NSF fees are paid in full. After 2 months of non-payment the Business Incubator program will be cancelled and users will be invoiced for all NSF fees due. Failure to pay within 30 days from invoice user will be turned into collections. Any NSF returned checks are subject to a \$35 NSF Fee.
- To Cancel a Business Incubator program consult the Program Exit section of this document.
- The Canton Community Center reserves the right to adjust the Dues with a minimum of 60 days written notice. This notice will be sent to the email on the Business Incubator account, if there is no email then it will be mailed.
- The Canton Community Center takes attendance seriously, if you are unable to attend a Business Incubator slot, please inform the Director so the Center can work on obtaining a class, event or other program for that time slot.
- Please note the Center reserves the right to deny any and all applicants they feel conflicts with current operations’ or other businesses, or is not the right fit for the center or community or any other reasons the center feels fit.

### **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.

### **PROGRAM EXIT**

A Business Incubator Program may be given a 30 day notice to leave the program and the premises for any one of the following reasons:

- The Canton Community Center closes.
- Business Incubator closes
- Business Incubator repeatedly fails to adhere to the covenants prescribed in this document, application, and all amendments to this document.
- Business Incubator Program falls more than one month behind on payment.
- None payment of employees or subcontractors.

Either the Business Incubator or the Canton Community Center may terminate the program with a written 30 days, prior to the 1<sup>st</sup> of the month. The Canton Community Center may terminate the program immediately if any drugs or illegal activity is found on property. If there is a breach to this policy, application, or amendments of this document, a written notice will be provided and breach must be rectified within a five calendar day notice or notice of termination will result. If any information is provided to the center under false pretense termination of the program will be immediate.

A Business Incubator will be considered successful, and asked by the Director or Board, if the following terms are met;

- If the business grows to more than \$1,000,000 per calendar year.
- If the business attempts to occupy more than 20% of the Business Incubator rental space.
- If the business feels they can safely obtain their own brick and mortar space.

If any one of these terms are met than the Center will ask the Business Incubator to begin looking for other space. Reasonable time will be given to relocate. Extenuating circumstances may prevent the business from relocating and the Business Incubator will discuss this with the Director and then present their case to the Board of Directors, and the Board of Directors will come to a conclusion to continue services to the Business or terminate the agreement.

### **INSURANCE**

ALL Business Incubators are required to provide a copy of their business insurance. The Canton Community Center property must be listed as additionally insured. Business shall maintain insurance in such types and amounts customary for and necessary to protect and insure against the type of risks involved with the type of business operated by Business, including but not limited to, as applicable, general property and casualty, workers compensation, directors and officers, and product liability insurance.

### **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 Business Incubator or 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 or Business Incubator Dues will apply for cancelled classes, Membership or Business Incubators dues 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 doable. 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) or Business Incubators. Please note that the Center does not do this lightly and we will limit interruptions.

### **REFUND POLICY**

Business Incubators and Membership dues are non-refundable/nontransferable. Program refunds will be made only if the Canton Community Center, not the business, cancels a class. Missing a session 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 or Business Incubators will apply for cancelled classes. Membership and Business Incubator fees are not refundable.

### **REGULAR MEMBERSHIP REFERRALS**

The Canton Community Center offers Membership 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.

***Business Incubator Handbook Acknowledgment***

I have received a copy of the Business Incubator Handbook. I acknowledge that I will read and make myself familiar with the information contained in the Business Incubator 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 Business Incubator 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 Business Incubator Handbook, I understand the Handbook does not form a written Business Incubator 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.

Business Incubator Printed Name: \_\_\_\_\_

Business Incubator Signature: \_\_\_\_\_

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

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