



Ferguson Community Center

1050 Smith Ave.
Ferguson, MO 63135
(314) 521-4661

Policies, Procedures, and Regulations for Use

1. Rentals can be made in person or over the phone during normal business hours of the Ferguson Community Center. Rentals require the immediate payment of the security deposit to hold the rental. Renters will be required to complete the rental process in person within 48 hours by signing the contract and any applicable waivers. **The security deposit is due at the time of reservation, and full payment of rental fees is due at least 30 days prior to the event. If payment is not received 30 days prior to the event, your event may be cancelled due to non-payment.** Applicant for facility use permit must be 21 years old and must be present for the entire function from arrival of the first guest to departure of the last guest. The applicant is responsible for the condition of the facility and all rental fees. Rental of room does not allow the applicant or guests privileges in any other part of the building, and renters and their activities are to remain in designated rooms only.

2. There is a \$150.00 security deposit required for all rentals within the community center (rooms 1, 2, 3, 4, & 5). There is a \$250.00 security deposit required for all rentals held in the Ferguson Event Space. Security deposit must be made with a credit card, cash, or check at the time of the booking and will be deposited until the rental is completed and the facility can be evaluated by the staff for any damage. There is a list of possible fees for damage available upon request. The list is not complete and fees may be assessed as needed for additional damages. If the security deposit does not cover the assessed damages you are responsible for the remaining balance. **To begin the security deposit refund process you must contact the Facility Manager during normal business hours after the rental. All refunds can take up to 4 weeks to process according to the finance department policies.** Please contact the recreation office with any questions regarding refunds of the security deposit.

— Security deposits made with cash or check will be refunded through our Finance Department and can take up to 4 weeks to receive, deposits made with credit card will be processed at time of request and generally take no more than 3-4 days to process.

3. The room must be left in the same condition in which it is found.

- a. The City of Ferguson reserves the right to withhold a portion or all of the security deposit if the room is not properly cleaned after the function. Cleaning involves returning all tables and chairs to the location they were found prior to the rental, removing decorations, rental equipment, and table coverings, wiping all tables, chairs, and counter surfaces and placing trash in trash dumpster located outside the facility. Clean-up must be completed by contracted departure time.
- b. Security deposit will be forfeited if room is not vacated as contracted.
- c. Security deposits will be forfeited if room and/or equipment are damaged by the rental group. Applicant will be responsible for any and all damages to the building and/or contents including those beyond the cost of the deposit.
- d. Security deposits are refunded unless there has been damage done to the facility. If a portion of the deposit is needed to repair any area of the building only a portion of the deposit will be refunded.
- e. Charges will be deducted from the security deposit, and excess charges will be billed to the applicant and must be paid in full within 30 days of notification. If the Recreation Department is not compensated fully within 30 days of notification it will be turned over to the Ferguson Police Department.

4. Alcohol may be served in the Multi-Purpose Building

- a. By a caterer with a valid liquor license, subject to all applicable state and local liquor laws. The Recreation Department must receive a copy of the caterer's liquor license no less than thirty (30) business days prior to the event. The license will then be presented to city council for approval.
- b. If the applicant provides a one million dollar (\$1,000,000.00) liquor liability insurance policy naming the City of Ferguson at least thirty (30) business days prior to the event.
- d. Any renter wishing to have alcohol present during a function must secure an off duty police officer through the Ferguson Police Department, private security officer or an off duty police officer from a surrounding municipality for the duration of the event. The officer's information must be provided at least thirty (30) business days prior to the event.

5. All room rental times will be strictly adhered to per contract. Early entrance to reserved room is not allowed unless specifically noted on the contract. When renting in a 5 hour block you are given 30 minutes prior to your scheduled rental time to set up and 30 minutes after your scheduled end time for cleanup. Any extra time requested is billed at the applicable hourly room rate. Any questions regarding facility rental or changes to contracted time must be arranged by calling the Ferguson Community Center office during regular business hours.

6. Room Set-up is the user's responsibility. The number of tables and chairs requested in the rental agreement will be set up at the time the event is scheduled. You must select one of the provided room set up choices for any room within the Community Center. A blank room diagram will be provided for all rentals in the Event Space. The blank room diagram should be completed at least 2 weeks prior to the event date. Decorations may be used however; thumb tacks, pins, nails, scotch tape, duct tape and/or masking tape may not be used to hang decorations on the walls.

7. The applicant is responsible for the behavior of their guests at the rental. The city reserves the right to refuse admittance to any person(s) or to eject any person(s) who may cause or may be reasonably expected to cause harm or damage to any person(s) or property.

8. During the event:

- a. Any questions or concerns that arise during your event should be directed to the building attendant on duty.
- b. It is the responsibility of each applicant to provide all necessary items to conduct meeting and events (i.e. markers, coffee, cords, office supplies, etc.). City of Ferguson personnel are not to be contacted for use of these items.
- c. Confetti, glitter and/or silly string are not permitted in the Ferguson Community Center.
- d. Sale of merchandise or exchange of money for goods or services is not allowed on City property.
- e. Gambling is not permitted on the premises. Fund-raising events such as trivia nights or other similar events allowed by state law shall not be construed as gambling.
- f. Smoking is prohibited inside the Ferguson Community Center. This pertains to all rooms in the Community Center, Multi-Use Building, and Storage areas.
- g. Open flames are prohibited including the use of incense, candles (**only electronic candles are permitted**), or other flammable, odor or smoke producing substances except for caterer's warming dishes. This is a fire safety regulation.
- h. Applicant is responsible for insuring room capacity as designated by Fire Marshall is not exceeded.
- i. The City of Ferguson is not responsible for personal belongings or any damaged property.
- j. Live amplified music, DJ's, and any other amplified music is permitted only in the Event Space. Any amplified music is not permitted within the Community Center rooms.

9. If contract is canceled before 91 days of the scheduled event the full security deposit will be refunded.
Cancellations between 61-90 days will incur a \$25 processing fee. Cancellations between 31-60 days will incur a \$100 processing fee. If the event is cancelled inside of 30 days prior to the event the security deposit will be forfeited.

10. The Ferguson Recreation Department reserves the right to cancel or terminate any rental if the policies and guidelines are not followed.

By signing below, I agree to abide by the above policies and guidelines. I understand that if my group does not abide by all policies and guidelines set forth, my deposit will be forfeited in addition to any other remedies available to the City. In addition to acceptance of these policies, I, the undersigned, intending to be legally bound hereby for myself, my heirs, executors, and administrators agree to indemnify and hold the City harmless from, and waive and release, any and all claims for damage, demands, actions, and causes of actions against the City of Ferguson, its officials, representatives, employees, successors, and assigns for any and all injuries and/or damages occurring during or resulting from my event.

Date _____ Signature of Responsible Party: _____

Date _____ Signature of Recreation Staff: _____