



## Apex Parks, Recreation and Cultural Resources Amphitheater Reservation Form

Applications are processed at the Apex Community Center Monday – Friday, 8am – 5pm  
53 Hunter Street, Apex NC 27502 (919) 249-3402

Applicant Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Work/Cell Phone: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

**ALL AMPHITHEATER RENTALS REQUIRE A \$200 REFUNDABLE RENTAL DEPOSIT**

Two week notice required prior to rental start time, all fees must be paid in full to reserve facility

Rental Block	Fees (see resident info below)	Capacity	Amenities
Half Day Morning 9am-1pm	\$100.00 (Residents) \$150.00 (Nonresidents)	200 people	Electricity, Lights, Restrooms, Water
Half Day Afternoon 3pm-7pm	\$100.00 (Residents) \$150.00 (Nonresidents)	200 people	Electricity, Lights, Restrooms, Water
Full Day 9am-7pm	\$200.00 (Residents) \$300.00 (Nonresidents)	200 people	Electricity, Lights, Restrooms, Water

*\*An "Apex Resident" is defined as someone who resides within the Corporate Limits of the Town of Apex as defined by the Apex Planning Department. It is possible to have an Apex address assigned by the US Postal Service and not reside within the corporate limits. If you are unsure of your residential status please call (919) 249-3402.*

Rental Date: \_\_\_\_\_ Day (Check one):  M  T  W  Th  F  S  Su

Type of Rental: \_\_\_\_\_

Rental Block(check one):  Half Day (Morning) 9am-1pm  Half Day (Afternoon) 3pm-7pm  Full Day 9am-7pm

**Amphitheater Rentals can be made a maximum of 90 days prior and a minimum of 2 weeks prior to rental start time.**

***Rentals must comply with Town of Apex Noise Ordinance Section 14-29 through Section 14-37.***

**RENTAL POLICIES:**

- Rentals of 100 guests or more requires approval by the APR&CR Director and rentals may require event staff which will be billed per attendant at \$20 per hour of the reservation. In addition, rentals of smaller or unique circumstances or those which are promoted as ticketed events may also require the APR&CR Director's approval.
- A maximum of 12 rentals per calendar year may be made held by an organization or individual. In special cases the APR&CR Director may approve additional dates.
- Any accessory equipment requested to be placed outside of the permanent structures must be illustrated on a plan and approved by the Director prior to reservations being completed.
- Items used for rentals such as but not limited to stage sets, scenery, music stands and equipment, lighting etc. is the responsibility of the renter and may not be stored on-site. Any items left at the facility are not the responsibility of the Town of Apex.
- No money may be collected on Town of Apex property. Events which are ticket sale based must either be pre-purchased or sold electronically.
- The park and facility are open to the public during regular business hours. Rental of the Amphitheater does not limit access to the Nature Park, parking lot or other facilities. We do not restrict park access during performances and events at the amphitheater during normal park hours.

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**REFUND POLICY:**

- a) No reschedule, credit or refund, in any amount excluding rental deposit, will be made if persons/group cancels the rental event less than seven business days prior to the rental.
- b) If persons/groups request a change more than seven days prior to the rental event, all fees and deposits may be transferred subject to room availability and the availability of required staff. However reschedule dates may occur no later than thirty days from original date.
- c) If persons/groups cancel 7-59 business days prior to rental only a 50% refund will be issued upon written request. If persons/group cancels rental 60 or more business days prior to rental a 90% refund will be issued upon written request.
- d) The Town of Apex reserves the right to cancel reservations if such cancellation is deemed to be in the best interest of the Town or if the Nature Park is closed due to Acts of God. A full refund, including rental deposit, will be made if the Town cancels the rental.

**RULES AND REGULATIONS:**

- a) The party signing this application must be 21 years of age and is held responsible for any and all damage or misuse of Town Property and shall bear full replacement cost for any breakage, loss or damage, via a portion or full forfeiture of the \$200 rental deposit and/ or additional monies if costs exceed the deposit amount.
- b) Rentals accommodating over 100 guests require the approval of the APR&CR Director prior to booking and may be subject to 1) additional rental deposit 2) security provided by the Apex Police Department, negotiated and coordinated by, and at the expense of the rental group, prior to rental approval.
- c) NO ALCOHOLIC BEVERAGES are allowed on Town Property.
- d) Use of inflatables must be approved by APR&CR in advance.
- e) The Town reserves the right to deny any rental application where the proposed use is deemed to conflict with planned programs or adjacent or existing rentals or if the Town determines that such use conflicts with any Town policies, or Town, State, or Federal regulations.
- f) Facilities cannot be rented by persons or groups for purposes of making a profit, on-site fundraising, auctioning, selling, trading or exchanging products and services UNLESS by a qualified nonprofit group exhibiting proof of 501c3 status at time of application and with the prior approval of APR&CR Director.
- g) Non Profit groups, exhibiting proof of 501c3 status at time of application, are eligible for a 25% reduction of rental fees. This reduction does not apply to any extra fees or to the required rental deposit.
- h) Any rental amendments must be made at least seven business days prior to the date of rental. This includes but is not limited to requests for change of shelter.
- i) Rentals are booked on a first come first served basis, cannot be renewed at the end of the rental agreement, may not be booked further than three months in advance, and are limited to a maximum of 12 rentals per calendar year; unless otherwise approved by the APR&CR Director.
- j) The following shall be prohibited within or on the facility premises: 1) all illegal drugs or other substances, 2) weapons of all kinds except for Law Enforcement Officers in the execution of their duties or during Town of Apex approved public demonstrations, 3) use of profanity, profane gestures and any unruly behavior detrimental to the normal operation of the facility or the safety of the public and employees, 4) and/or any other action deemed necessary by the Town of Apex, or its designee, to protect the health and welfare of the public, employees or the facility.

**RENTAL DEPOSIT REFUNDS:**

- a) Upon full compliance with all the referenced contract conditions, APR&CR staff will send to the Apex Finance Department, a Refund Request, after calculating any applicable charges subject to deduction from the rental deposit.
- b) Rental deposit refunds are issued to the Apex Resident or Nonresident making application for the rental.
- c) Under normal conditions the Apex Finance Department issues a refund via mail, within 2 weeks of the rental.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Inflatable Playground Equipment Addendum**

**Apex Parks, Recreation and Cultural Resources Shelter Reservation Form**

Town of Apex Shelter Reservation # _____	Date of Reservation ___/___/___	Staff _____
Facility _____	Plan Received ___/___/___	Insurance Received ___/___/___

**Use of Inflatable Playground Equipment**

Inflatable Playground Equipment bearing a NC Department of Labor Identification Tag is permitted for use in Town of Apex parks upon approval by the Director of the APR&CR Department. The location of the inflatable needs to be shown on a plan in conjunction with a Facility reservation at the time of the request for approval. Inflatables MUST be powered by a generator as the electrical services provided at the Park Shelter may not support the voltage required.

Installation of the equipment shall be performed by a qualified individual in the manner specified by the equipment Manufacturer’s instructions and applicable instructions from the NC Department of Labor for inflatable devices.

To the extent permitted by law, \_\_\_\_\_ (contractor/vendor/or owner of the inflatable device) agrees to defend, pay on behalf of, indemnify, and hold-harmless the Town of Apex, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Apex its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the use of the inflatable device.

The above named contractor/vendor/or owner agrees to maintain valid general liability insurance in the minimum amount of \$1,000,000 and provide a certificate of such insurance naming the Town of Apex as additional insured on the policy. If the policy has a blanket additional insured provision, the contractor /vendor/ or owner’s insurance shall be primary and non-contributory to other insurance. The contractor /vendor/or owner agrees to provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company.

Adherence to all NIOSHA standards applicable to the set-up, maintenance, and supervision of the inflatable device is the sole responsibility of the contractor/vendor /or owner of the equipment.