



APEX

PARKS, RECREATION &
CULTURAL RESOURCES

JOHN M. BROWN COMMUNITY CENTER

Facility Rental Form

53 Hunter Street, Apex, NC 27502 | (919) 249-3402 | peakconnect@apexnc.org

Applications are processed Monday – Friday, 8am-5pm

*Rental Requests must be made by adults, age 21 years or older. To qualify as an Apex Resident (R), the inquiring Tenant must reside within the Town's incorporated limits, otherwise Non Resident (NR) Rates apply. Deposits are not taken to hold dates. **All fees must be paid in full in order to hold a date.***

APPLICANT INFORMATION:

Name: _____ Phone Number: _____

Address: _____ City: _____ Zip: _____

Email: _____ Date of Birth: ____/____/____

ORGANIZATION INFORMATION (if applicable):

Organization Name: _____

Organization Address: _____

Is your organization a 501c3? Yes* No *If so, please provide a copy of your certification with this application

EVENT/MEETING DETAILS:

Date(s) Requested: _____ ROOM(S) REQUESTED: _____

Brief Event Description: _____

Total Time Requested (*Rental time must include set up & clean up*): _____ hours

Rental Start Time: _____ AM / PM Rental End Time: _____ AM / PM

Expected Attendance: _____ **NOTE: All reservations of 100 or more require the Director's approval.**

Will food be served? Yes No Will there be music or amplified sound? Yes No

Name of Caterer (if using): _____

Room info on page 2

REFUND POLICY

- a) No reschedule, credit or refund, in any amount excluding rental deposit, will be made if persons/group cancels less than 7 business days prior to the rental, INCLUDING RENTALS MADE WITHIN 7 BUSINESS DAYS OF THE RENTAL DATE.
- b) If persons/groups request a change more than seven business 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 30 calendar 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 Facility is closed due to weather-related events, natural disasters, epidemic, pandemic, riot, civil disobedience, or other event outside of Town's reasonable control. A full refund, including rental deposit, will be made if the Town cancels the rental.

RENTAL DEPOSIT

- a) Upon full compliance with all the referenced contract conditions, APRCR 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 3 weeks of the refund request.
- d) Rental deposit funds may be held for exceeding the stated rental time, damage to the facility, use of equipment not specifically stated in the rental agreement at standard equipment rental rate and any other breach of facility rules and regulations.

2 hour minimum, must be over 48 hours prior to rental and a \$250 refundable rental deposit required.

Item	Resident Rate	Non-Resident Rate	TOTALS
Deposit Required & refundable, one-time fee	\$250	\$250	
Summit Room Accommodates 65 people, banquet seating, carpeted Includes 7 rectangular tables (6 ft) and chairs, <i>Room size: 31 ft by 31 ft</i>	\$35/hr	\$52.50/hr	
Pinnacle Room Accommodates 65 people, banquet seating, Includes 7 rectangular tables (6 ft) and chairs, <i>Room size: 31 ft by 31 ft</i>	\$35/hr	\$52.50/hr	
Zenith Room Accommodates 65 people, banquet seating, Includes 7 rectangular tables (6 ft) and chairs, <i>Room size: 31 ft by 31 ft</i>	\$35/hr	\$52.50/hr	
Catering Kitchen Kitchen has pass through to Zenith Room, <i>Room size: 11 ft by 21 ft</i>	\$21/hr	\$31.50/hr	
Arts & Crafts Room Accommodates 20 people, banquet seating Includes 7 rectangular tables (6 ft) and chairs, <i>Room size: 22 ft by 28 ft</i>	\$21/hr	\$31.50/hr	
Extra Tables Additional tables* are available for \$3 each. 60" diameter round tables (seats 8) are also available for \$3 each *Maximum 10 tables	\$3/table	\$3/table	
After Hours Attendant Additional Fee Required if rental is occurring outside normal operation hours (Mon-Fri, 8am-9pm / Sat 9am-6pm / Sun* 1pm-6pm *Sep-Feb)	\$40/hr	\$40/hr	
501c3 Discount Applies to rentals made by a qualified 501c3 organization, proof of certification is required	25% reduction of fees (excluding deposit and extra fees)	25% reduction of fees (excluding deposit and extra fees)	

Total Rental Hours:

TOTAL FEES:

RULES AND REGULATIONS

- a) Rentals require a minimum of one adult per 20 youth under age 18.
- b) The party signing this application must be 21 years of age and is held responsible for any and all damage or misuse of facilities and shall bear full replacement cost for any breakage, loss or damage, via a portion or full forfeiture of the rental deposit and or additional monies if costs exceed the deposit amount.
- c) All setup and cleanup time **MUST BE INCLUDED** in your rental time. Walls may not be moved by Community Center Staff during rental time. Groups arriving early or staying later than specified will be charged ½ the hourly rate from 1-30 minutes and the full hour rate for staying beyond the 30 minute mark. If you are using a caterer, consult with them to ensure adequate set up and clean up time is provided in your rental application.
- d) 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.
- e) There is to be no cooking within the facility. Groups must make their own catering arrangements. **NO ALCOHOLIC BEVERAGES** are allowed on Town Property.
- f) Any personal items brought into facility are the group's responsibility. No outside furnishings (tables, chairs, etc.) are permitted.
- g) No rice, birdseed, glitter, colored powder, incense, fog/bubble/smoke machines, inflatable rides/games are permitted inside or outside the facility. No open flames and/or candles with the exception of warmers for food.
- h) No decorations are allowed to be affixed to walls. Only freestanding and table top decorations are permitted.
- i) The Town of Apex does not provide audio equipment, podiums or sound systems for rentals. In addition, extension cords, fans, heaters, microphones, coffee makers and any other ancillary equipment are not available to rent or borrow from the Town of Apex. All such items must be provided by the group renting the facility.
- j) The Town reserves the right to deny any rental application where the proposed use is deemed to conflict with planned programs and or adjacent/existing rentals.
- k) Facilities cannot be rented by persons or groups for purposes of making a profit, 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.
- l) 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.
- m) 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 room, adding equipment like chairs and tables and altering time blocks.
- n) Rentals are booked on a first come first served basis only, cannot be renewed at the end of the rental agreement and may not be booked any further in advance than three months, or to a maximum of 12 rentals per calendar year otherwise approved by the APR&CR Director.
- o) The following shall be prohibited within or on the facility premises: 1) smoking within the building, 2) all illegal drugs or other substances, 3) weapons of all kinds except for Law Enforcement Officers in the execution of their duties or during Town of Apex approved public demonstrations, 4) animals of any kind, with the exception of those serving the needs of the physically challenged, 5) 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, 6) 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.

Statement of Waiver: I, for myself or as parent or guardian, hereby assume all the risks and hazards incidental to the conduct of the activities, including but not limited to, potential exposure to COVID-19 or other airborne illnesses. I release, absolve, and indemnify the Town of Apex, employees of the Town, volunteers, contractors and/or sponsors from all risks and hazards associated with the activities and in the event of injury, do expressly waive all claims against them. I understand that no insurance coverage is provided by the Town of Apex Parks, Recreation and Cultural Resources Department. I further give permission for proper emergency care to be rendered to myself or child should I not be available or able to give such permission.

Signature: _____

Date: _____