

HALLE CULTURAL ARTS CENTER OF APEX

SHORT TERM RENTAL CONTRACT

FOR RENTALS LESS THAN 2 WEEKS

237 N. SALEM STREET APEX, NC 27502 Phone (919) 249-1120 FAX (919) 362-8655

Applications accepted 9:00am-6:00pm Monday-Friday

Office Use:

RA _____

DW _____

Rental Requests must be made by an Apex Resident, age 21 years or older. To qualify as a resident the requesting party must reside within the Town's incorporated limits, as defined by the Planning and Community Development Department.

No other individuals, businesses or entities may rent the facility

Name _____ Phone (h) _____ (w/c) _____

Address _____ City _____ Zip _____

Email Address: _____

Date: please circle M T W Th F S Su Month _____ Day _____ Year _____

Hours Requested*: From _____ To _____

*2 hour minimum required for each area, renting in one-hour increments only.

HCAC reserves the right to require security for any event. Off-duty Apex Police Officer(s) must be used and it shall be the responsibility of the renter to coordinate this arrangement individually with the Apex Police Dept@ 919-362-8661.

Check all that apply

- _____ Studio Gallery (\$50 per hour)
_____ Stage (\$50 per hour)
_____ Main Gallery (\$50 per hour, available after hours only)
_____ Auditorium (\$50 per hour)
_____ Catering Kitchen (\$15 per hour)
_____ Dressing Rooms (\$15 per hour)
_____ Studio A (\$25 per hour)
_____ Sound/Light Projection Booth (\$25 per hour)
_____ Studio B (\$25 per hour)

(To be operated only by HCAC

approved personnel:

Name/phone/email _____

_____ Piano (\$25 per hour) _____ Piano Damage Deposit (\$200, refundable)

_____ Facility Rental Security/Damage Deposit (\$100, refundable)

Expected Attendance _____ Number of those under 18 _____

Will food be served / catered? Y N If so, name of caterer/contact person, address and phone# _____

Details of Rental Activities _____

I. AGREEMENT AND UNDERSTANDING OF RULES AND REGULATIONS

- a) Rentals require a minimum of one adult per 15 persons under age 18.

Names of Adults:

- b) Only Apex residents (i.e. someone residing within the Town of Apex), may make application to rent or schedule the HCAC. Applications may be made only by persons 21 years of age or older. HCAC reserves the right to refuse rental requests where such rentals are deemed to be inconsistent or inappropriate. The person requesting the rental is solely responsible for all damage or misuse of facilities and shall bare the responsibility for all damages, reimbursements and replacements for damages to the facility or equipment that is a result of the rental and shall be solely liable for all charges / replacement costs etc. even if those charges exceed the amount of the established damage deposit.
- c) Rentals accommodating over 100 guests may be subject to 1) additional damage deposit 2) additional security provided by the Apex Police Department, negotiated and coordinated by and at the expense of the rental group, prior **to rental approval**.
- d) There is to be no cooking within the facility except for the use of catering kitchen appliances. Persons/Groups must make their own catering arrangements. **NO ALCOHOLIC BEVERAGES are allowed on Town Property except under guidelines approved by the Apex Town Council.**
- e) Any personal items brought into the facility are the person/groups responsibility.
- f) No rice, birdseed, small bagged candies such as M&Ms, Skittles, or popcorn is permitted inside or outside the facility. All foods to be served must be approved in advance by the HCAC Supervisor and that decision shall be final. No decorations are allowed affixed to walls. **Only freestanding and table top decorations are permitted. Helium balloons must be affixed to tables.**
- g) Any infraction of contractual rules governing the use of the HCAC will be considered sufficient cause for cancellation of the contract. The contracting party (hereinafter "Lessee") is responsible to the HCAC Supervisor or their designee for enforcing strict adherence to the rules and specifications requested.
- h) 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.
- i) Non Profit groups, **exhibiting proof of 501c3 status at time of application**, are eligible for a 25% reduction of rental fees. This does not include security/damage deposit or extra fees.
- j) Rental requests which exceed normal operating hours are **wholly contingent upon the availability of Limited Service Staff. Rentals outside of normal operating hours may not be booked more than 1 month at a time to accommodate Limited Service Staff scheduling.**
- k) Any rental amendments must be made at least 14 days prior to the date of rental. This includes but is not limited to requests for change of room, adding equipment or altering times. In the event of cancellation by the HCAC, every effort will be made to reschedule the facility at a time mutually agreeable to the HCAC and the Lessee. In the event that this is unfeasible, a full refund will be issued except for any actual costs incurred by HCAC.
- l) The Facility may not be booked by any group for a period longer than 30 days in succession including weekends and any group booking the facility for a period of 30 days must wait a period of 1 year from the day the facility is last used before re-booking the facility. The Town of Apex reserves the right to interpret and modify this policy as needed consistent with its intent, which is to prohibit a group or groups from monopolizing the use of the facility and making the HCAC their permanent home. It is also hoped that this policy will encourage and enable the facility to be used by a wide variety of groups within the Apex Community.
- m) Smoking is prohibited in all parts of the HCAC. It is the responsibility of the Lessee's ushers to prevent patrons from entering the building while smoking.

- n) **The following shall be prohibited within or on the facility premises; 1)** all illegal drugs or other controlled 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)** animals of any kinds with the exception of those serving the needs of the physically challenged, **4)** 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, **5)** 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.
- o) Lessee agrees to a “walk-through” inspection prior to use of facility. Any pre-existing damaged, broken or malfunctioning equipment or furnishings shall be noted. At the end of event, a second inspection shall be made and any variance shall be noted and appropriate charges will be added to the final bill.
- p) For short term rentals, official confirmation of “set” dates will be given after the receipt of full rental fees and all applicable damage deposits. At the conclusion of the event, the damage deposit is refundable except that any additional charges will be applied against the damage deposit if such additional charges are applicable for damage to property, additional rental time, etc.
- q) HCAC management reserves the right to unused portions of the HCAC in hours and on days that do not conflict with scheduled uses by Lessee. This extends to “front of curtain” or “lobby” uses.
- r) Where required, all Hold Harmless, Release and Indemnification Agreements must be signed and insurance requirements met prior to beginning of rental period.
- s) Lessee must obtain all copyright permissions and/or licenses for theatrical, musical (except as covered by HCAC existing licenses) and dramatic performances and provide copies of that documentation, where applicable to the HCAC prior to the performance.

II. Cleaning

- a) The Lessee is to maintain reasonable care as to the neatness and cleanliness of the facility (stage, support areas, dressing rooms, etc.) while it is in use of the Lessee and/or their employed and volunteer personnel.
- b) Town personnel will clean and prepare the facility prior to the event. It will be the responsibility of the Lessee to see that the facility remains clean during the course of their event. Town staff will remove trash placed in trash receptacles and maintain sanitary restroom facilities on a daily basis. It shall be the responsibility of the Lessee to deposit all trash, food, etc. in the dumpster at the end of their event. For an event requiring multiple days, this shall be done at the end of each performance / day.
- c) Lessee shall be responsible for sweeping the stage, dressing rooms, lobby and other spaces used upon “striking” the production/ the end of the rental. This includes damp mopping, if necessary. If these areas are not cleaned satisfactorily, the Town will clean the facility and the renter shall forfeit their damage deposit. (The Lessee shall be responsible for cleaning dressing rooms between rehearsals and performances.) HCAC personnel shall empty dressing room and backstage trash receptacles on a daily basis.
- d) Upon completion of engagement, Lessee is responsible for returning all areas to their previous condition, including mopping the stage and auxiliary areas if deemed necessary. Items for cleaning will be provided by the HCAC including: vacuum cleaner, bucket/mop, cleaning spray, paper towels, brooms, trash bags etc. **ALL TRASH MUST BE TAKEN TO THE OUTSIDE DUMPSTER BY THE LESSEE.**

III. Refund Policy

- a) No reschedule, credit or refund, in any amount including damage deposit, will be made if person/group cancels the rental event less than seven business days prior to the rental.
- b) If persons/groups request a change more than 14 days prior to the rental event, all fees and deposits may be transferred subject to room availability and the availability of required staff.
- c) If person/groups cancel 15-59 business days prior to rental only a 50% refund will be issued upon written request. If person/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 HCAC Center is closed due to Acts of God. A full refund, including damage deposit, will be made if the Town cancels the rental.
- e) Upon full compliance with all the referenced contract conditions, HCAC staff will send to the Apex Finance Department, a Refund Request after calculating any applicable charges subject to deduction from the damage deposit.
- f) Damage deposit refunds are issued to the Apex Resident making application for the rental.
- g) For refunds by check, under normal conditions the Apex Finance Department issues a refund via mail, within 3 weeks of the refund request.
- h) All refunds will be automatically processed after the event occurs. If an event is cancelled by the lessee, refund must be requested in writing.

IV. Personnel

- a) Unless otherwise noted in writing, only personnel certified by the HCAC Supervisor as competent and capable shall be permitted to operate the lighting, sound or projection systems. The HCAC Supervisor shall make all decisions regarding personnel following HCAC sponsored training sessions.
- b) Local and regional non-profit organizations may be permitted to provide non-paid volunteers to assist the Production Staff. At no time will the Lessee's volunteers work in technically sensitive areas without supervision of HCAC approved personnel. All such volunteers are subject to the authority and approval of the HCAC Supervisor.
- c) Any Lessee who is permitted to use personnel other than HCAC Staff or its designees to operate any HCAC equipment shall, by doing so, release and hold harmless the HCAC from any liabilities and accept full responsibility for personal injury, theft, breakage and subsequent cost of replacement or repair of said equipment.
- d) The HCAC may prohibit a volunteer from working in the HCAC for the Lessee if the person is performing in a hazardous or unsafe manner that may jeopardize personnel or equipment.
- e) All touring shows coming into the HCAC from out of town shall be considered commercial shows and are to be staffed with qualified, paid personnel, provided by the Lessee.
- f) All shows will be considered on an individual basis. The HCAC Supervisor can make exceptions to Item a) after reviewing the entire technical information for a particular production.
- g) At no time shall the Lessee's stage personnel be allowed in the lobby area for any reason other than box office or pre-performance lobby preparation with out prior approval of the HCAC staff. At no time shall the Lessee's stage personnel be allowed in the Control Booth without approval or supervision of the HCAC staff. Lessee's stage personnel shall not be allowed in any area of the building, other than the stage, support areas and dressing rooms unless permission is granted by the HCAC staff.
- h) Security and/or public safety personnel may be required depending on the nature of the event. All charges for security and/or public safety personnel shall be born by Lessee and must be secured in advance. Only security and/or public safety personnel from The Town of Apex may be used. Security and/or public safety arrangements / fee / hourly rates must be negotiated separately with The Town of Apex security and/or public safety personnel by the Lessee. The HCAC Supervisor shall make all decisions regarding public safety needs.
- j) In the event that injury to the building or its contents occurs during or after load-in, rehearsal or performance which require custodial services, Lessee will be charged for such services.

V. Equipment

- a) No equipment other than that provided by the HCAC shall be used without the prior approval of the HCAC Supervisor. In addition, no changes in the general configuration of the stage, curtains, dressing rooms or work areas, permanent or temporary, shall be permitted without the consent of the HCAC Supervisor.
- b) No painting, wood cutting or drilling shall be done on the stage or in the adjacent support areas without the approval of the HCAC Staff. This shall also apply to the Main Gallery, Studios A and B and the Studio Gallery.

- c) All scenery elements are to be flame retardant. Open flames (candles, matches, lighters, etc.) are not permitted on stage, backstage or dressing rooms.
- d) At no times shall any of the lessee's scenery, stage furniture, prop costumers or equipment block any exits, loading doors, storage rooms and/or storage cabinets, outer sidewalks or parking lot. Storage room/cabinets are for HCAC storage only and may not be used for dressing or storage by Lessee without expressed consent of the HCAC Coordinator.
- e) No later than 14 days prior to occupancy, Lessee must provide HCAC with detailed staging and lighting plan, including, but not limited to, lighting instruments, positions, hookups, types and color. Failure to provide aforementioned plans and requirements means HCAC will not be responsible for staging problems created.
- f) Under no circumstances are any explosives, smoke generators or any pyrotechnics to be brought into the HCAC except with the express written consent of the HCAC Supervisor.
- g) Town ordinances prohibit bringing firearms into the HCAC. Facsimile weapons must be approved by the HCAC Supervisor prior to being brought into the building.
- h) Any technical questions will be resolved by the HCAC Supervisor and the Lessee. Where the two disagree, the decision of the HCAC Supervisor will be final.
- i) At no time shall permanent set pieces or flats extend down stage of the proscenium wall or into an area that prevents the closing of the main curtain or lowering of the projection screen without the expressed consent of the HCAC Supervisor.
- j) Only persons 18 years of age or older will be allowed to operate or in any way handle HCAC equipment, unless approved by the HCAC Supervisor.
- k) Authorized personnel of user groups may request use of HCAC equipment and/or property from either the HCAC Supervisor or the Customer Service Representative. All requests for HCAC chairs, tables, easels etc. must be received no later than one week prior to the event.

V. FEES AND PROVISIONS

- a) For short-term rentals, all fees are due at the time of reservation. Failure to pay promptly may result in denial of subsequent use of the HCAC. The requirement for short-term rentals may be different than those for long term rentals supported by ticket sales.

VI. TICKETING POLICIES

- a) All events ticketed by the HCAC shall be "general seating" only.
- b) The HCAC will not serve as a ticketing agent for the renter. The HCAC will not collect money for tickets. The Renter is solely responsible for all operations associated with ticket sales.
- c) At no time will Lessee's be allowed to sell more than 135 seated tickets or 175 standing tickets.

VII. RENTAL INCLUDES:

- a) Permanent fixtures, equipment, utilities, air conditioning and heating
- b) Electrical outlets and disconnect panels as now installed
- c) Facility will be clean prior to each day's rental. **Note:** renter is responsible for removing trash and general straightening up at the conclusion of each performance.

VIII. RENTAL DOES NOT INCLUDE:

- a) Hourly rates for Town of Apex security and public safety personnel
- b) Special additional electrical outlets or power cables
- c) Insurance covering Lessee's public liability and property liability for the duration of load-in, rehearsal, performance and "strike."

- d) General office supplies and equipment including, but not limited to: pencils, pens, tapes, stapler, labels, copy machine, fax machine, computer and printer.
- e) Tools including, but not limited to: hammer, nails, tape measure, wrenches, tool box.
- f) Table cloths, punch bowls, cups, napkins, utensils, coat check tags

AS PART OF THE RENTAL AGREEMENT FOR THE USE OF THE HALLE CULTURAL ARTS CENTER OF APEX, I
HEREBY CERTIFY THAT I

- a) HAVE READ AND AGREE TO ABIDE BY ALL THE RULES AND REGULATIONS GOVERNING THE USE OF THE FACILITY.
- b) HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS REGARDING THOSE RULES AND REGULATIONS
- c) HAVE HAD THE OPPORTUNITY TO INSPECT THE FACILITY PRIOR TO EXECUTING THE RENTAL AGREEMENT

SIGNATURE

DATE

PRINT NAME