



APEX

PARKS, RECREATION &
CULTURAL RESOURCES

JOHN M. BROWN COMMUNITY CENTER

Shelter Reservation Form

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

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. All fees must be paid in full in order to hold a date. [Reserve online here!](#)

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: _____ SHELTER(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 you need electricity? Yes No Will you have inflatable playground equipment? Yes No

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, 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.

Shelter Info on page 2

3 hour minimum, must be over 48 hours prior to rental and a \$100 refundable rental deposit required.

Item	Resident Rate	Non-Resident Rate	TOTALS
<i>Year-Round Shelter Hours*: 8:00am – 9:30pm *Seagroves Farm Park Shelter hours: 8:00am – 8:30pm</i>			
<i>Shelter Amenities: Each shelter has a charcoal grill and access to electrical outlet available</i>			
Deposit Required & refundable, one-time fee	\$100	\$100	
Apex Community Park Small Shelter (max 50 people, 8 picnic tables) Large Shelter (max 100 people, 14 picnic tables)	Small: \$17.50/hr Large: \$22.50/hr	Small: \$26.25/hr Large: \$33.75/hr	
Apex Nature Park Small Shelter (max 50 people, 6 picnic tables) Large Shelter (max 50 people, 6 picnic tables)	Small: \$17.50/hr Large: \$17.50/hr	Small: \$26.25/hr Large: \$26.25/hr	
Hunter Street Park Small Shelter (max 50 people, 8 picnic tables)	\$17.50/hr	\$26.25/hr	
Kelly Road Park Small Shelter (max 50 people, 6 picnic tables)	\$17.50/hr	\$26.25/hr	
Apex Jaycee Park Small Shelter (max 50 people, 6 picnic tables)	\$17.50/hr	\$26.25/hr	
Seagroves Farm Park Small Shelter (max 50 people, 8 picnic tables)	\$17.50/hr	\$26.25/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

- 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 \$100 rental deposit and/or additional monies if costs exceed the deposit amount.
- 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.
- NO ALCOHOLIC BEVERAGES are allowed on Town Property.
- Use of inflatables must be approved by APR&CR in advance. (See **Use of Inflatable Playground Equipment Addendum** if planning to use an inflatable in conjunction with a shelter reservation.)
- Use of food truck must be approved by APR&CR in advance. (See **Solicitation/Vendor Permits** webpage for list of town approved vendors: <http://www.apexnc.org/357/Solicitation-Vendor-Permits>)
- Gas grills and pig cookers must be placed within the paved parking lot area.
- 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.
- 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.
- 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.
- 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.
- Rentals are booked on a first come first served basis only and may not be booked any further in advance than twelve months from rental date and are limited to a maximum of 12 rentals per calendar year; unless otherwise approved by the APR&CR Director.
- 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.
- Any personal items or equipment brought to a Town of Apex shelter rental facility are the group's responsibility and must be removed promptly at the end of the rental contract time. There shall be no staking of tents in parks without prior approval of the APR&CR Director. Sand bags and weighted objects should be used instead of staking due to the potential of hitting water and/or electrical lines.

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:



Inflatable Playground Equipment Addendum

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 NCOSHA 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.