Apex Parks, Recreation and Cultural Resources
Amphitheater Reservation Form (Effective 7/1/2020)

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

<table>
<thead>
<tr>
<th>Applicant Name:</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Phone:</td>
<td>Work/Cell Phone:</td>
</tr>
<tr>
<td>Street Address:</td>
<td>City:</td>
</tr>
<tr>
<td>Zip:</td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Rental Block</th>
<th>Fees (see resident info below)</th>
<th>Capacity</th>
<th>Amenities</th>
</tr>
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<tbody>
<tr>
<td>Half Day Morning 9am-1pm</td>
<td>$125.00 (Residents) $187.50 (Nonresidents)</td>
<td>200 people</td>
<td>Electricity, Lights, Restrooms, Water</td>
</tr>
<tr>
<td>Half Day Afternoon 3pm-7pm</td>
<td>$125.00 (Residents) $187.50 (Nonresidents)</td>
<td>200 people</td>
<td>Electricity, Lights, Restrooms, Water</td>
</tr>
<tr>
<td>Full Day 9am-7pm</td>
<td>$250.00 (Residents) $375.00 (Nonresidents)</td>
<td>200 people</td>
<td>Electricity, Lights, Restrooms, Water</td>
</tr>
</tbody>
</table>

*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.

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:

a) 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.
b) 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.
c) 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.
d) 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.
e) No money may be collected on Town of Apex property. Events which are ticket sale based must either be pre-purchased or sold electronically.
f) 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.

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.

Applicant Signature: ___________________________ Date: ___________________________