



# 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](mailto:peakconnect@apexnc.org)

**Applications are processed Monday – Saturday during open hours**

*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 (including deposit) must be paid in full to hold a date.***

### APPLICANT INFORMATION:

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Emergency Contact Name (specify Relationship): \_\_\_\_\_

Emergency Contact Phone Number: \_\_\_\_\_

### ORGANIZATION INFORMATION (if applicable):

Organization Name: \_\_\_\_\_

Organization Address: \_\_\_\_\_

Is your organization a 501c3?  Yes\*  No ***\*If so, provide certification with this form to apply discount***

### EVENT/MEETING DETAILS:

Date(s) Requested: \_\_\_\_\_

ROOM(S) REQUESTED: \_\_\_\_\_

Event Description: \_\_\_\_\_

Time Requested (**Rental time MUST include time needed for set up & clean up; early entry not allowed**):

Rental Start Time: \_\_\_\_\_ AM / PM Rental End Time: \_\_\_\_\_ AM / PM Total Time: \_\_\_\_\_ hours

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

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

Name of Caterer (if using): \_\_\_\_\_ Will you be collecting money on Town Property as part of your event?  Yes  No

**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) Rental deposit refunds are issued to the Apex Resident or Nonresident making application for the rental.
- 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 \$250 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. 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) Rental deposit funds may be held for exceeding the stated rental time/coming in ahead of rental time, staying longer than rental time, damage to the facility, the use of any equipment not specifically stated in the rental agreement at standard equipment rental rate, and any other breach of facility rules and regulations.

**RULES AND REGULATIONS**

- e) Rentals require a minimum of one adult per 20 youth under age 18.
- f) 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.
- g) 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.
- h) 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.
- i) There is to be no cooking within the facility. Groups must make their own catering arrangements. **NO ALCOHOLIC BEVERAGES** are allowed on Town Property.
- j) Any personal items brought into facility are the group’s responsibility. No outside furnishings (tables, chairs, etc.) are permitted.
- k) 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.
- l) No decorations are allowed to be affixed to walls. Only freestanding and table top decorations are permitted.
- m) 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.
- n) 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.
- o) 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.
- p) 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.
- q) 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.
- r) 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.
- s) 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 any of my guests, hereby assume all the risks and hazards incidental to the conduct of the rental, including but not limited to, transportation to or from rental facility, and potential exposure to COVID-19 or other airborne illnesses. I release, absolve, and indemnify the Town of Apex, employees of the Town, volunteers, volunteer facilitators, contractors and/or sponsors from all risks and hazards associated with the rental activities, both on Town property and off-site, 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. As part of this approval, I acknowledge I may have the opportunity to review the rental premises and equipment. I also have the opportunity to discuss with Town staff potential hazards and risks that may be associated with the rental and take responsibility for doing so. Failure to exercise this option indicates my approval and acceptance.

| <b>Item (2-hour minimum rental time; must be over 48 hours prior to rental date)</b>  | <b>Resident Rate</b>                                       | <b>NR Rate</b> |
|---|--|----------------|
| <b>Summit Room</b><br>Maximum occupancy 65 people<br>Includes 8 rectangular tables (8 ft), and chairs. <i>Room size: 31 ft by 31 ft</i>   | \$35/hr  | \$52.50/hr     |
| <b>Pinnacle Room</b><br>Maximum occupancy 65 people<br>Includes 8 rectangular tables (8 ft) and chairs. <i>Room size: 31 ft by 31 ft</i>  | \$35/hr  | \$52.50/hr     |
| <b>Zenith Room</b><br>Maximum occupancy 65 people<br>Includes 8 rectangular tables (8 ft) and chairs. <i>Room size: 31 ft by 31 ft</i>  | \$35/hr  | \$52.50/hr     |
| <b>Catering Kitchen</b><br>Kitchen has pass through to Zenith Room. <i>Room size: 11 ft by 21 ft</i>  | \$21/hr  | \$31.50/hr     |
| <b>Arts &amp; Crafts Room</b><br>Accommodates 20 people<br>Includes 8 rectangular tables (8 ft), and chairs. <i>Room size: 22 ft by 28 ft</i>   | \$21/hr  | \$31.50/hr     |
| <b>Deposit</b> Required & refundable, one-time fee  | \$250  |                |
| <b>After Hours Attendant Additional Fee</b> Required if rental is occurring outside *normal operation hours<br>*(Mon-Fri, 8am-9pm / Sat 9am-6pm / Sun 1pm-6pm)  | \$50/hr  |                |
| <b>Extra Tables</b> Additional tables are available for \$3 each. *Maximum of 10<br>Check one: <input type="checkbox"/> 60" diameter round tables (seats 8) or <input type="checkbox"/> 8 ft rectangular tables | \$3/table  |                |
| <b>501c3 Discount</b><br>Applies to rentals made by a qualified 501c3 organization, proof of certification is required  | 25% reduction of fees<br>excluding deposit and extra fees) |                |

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

## John M Brown Community Center Rental Procedures & Agreement

***\*Please check next to each procedure to indicate that you understand and will cooperate.***

### Event Check-In:

- Upon arrival, please check in with the front desk staff. Person checking in **MUST** be person who created the rental, matching the name on the facility rental form. You will not be allowed to enter the rented room(s) until this step is completed.
- You WILL NOT be allowed into the rented room(s) early. Please account for needed setup/cleanup time when creating your rental.
- No modifications (added hours, chairs, tables) can be made to the rental agreement at this time. Any needed changes must be made at least 7 days prior to rental date.
- Dividing walls between rooms cannot be opened or closed at this time. If two rooms are rented, the dividing wall will be open between the two rooms (unless requested otherwise, at least 7 days prior to rental date).
- Minors under the age of 10 must always have adult supervision as this is a requirement of the Community Center.
- Exit doors inside of the room(s) are for use in EMERGENCY ONLY and opening them will result in an alarm sounding off.

### Event Breakdown:

- Staff will provide the rental party with cleaning supplies/vacuum/broom one hour prior to the end of your contract time.
- Tables/chairs must be cleaned and correctly aligned in their respective areas. (Please do not bring chair rack inside the rental room.)
- Empty all trash cans and reline with bags provided. Trash needs to be deposited into the outside dumpsters located in the back of the parking lot.
- The Summit Room is to be vacuumed; Zenith and/or Pinnacle are to be swept, as well as mopped (as needed) with the Swiffer cleaner provided. If the kitchen is rented, counters need to be wiped, sink and refrigerator cleaned out if used, and floor swept and mopped; rollup door should be closed and latched.
- All items brought into the facility must be removed.
- All persons must exit and clean up the room by the end of the rental agreement time.
- Upon departure, please check out with the front desk staff before leaving.
- Following these procedures ensures your deposit is refunded in full.**

***By signing below, I agree to follow the above procedures and rules.***

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Printed name

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Signature

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Date