



# APEX

PARKS, RECREATION &  
CULTURAL RESOURCES

JOHN M. BROWN COMMUNITY CENTER

# Amphitheatre Rental Form

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

**Amphitheatre located at 2600 Evans Rd, Apex, NC 27502**

*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.*

## 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: \_\_\_\_\_

***NOTE: 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.***

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.**

### 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.

**More Info on page 2**

**Two week notice prior to rental and a \$200 refundable rental deposit required.**

<b>Item</b>	<b>Resident Rate</b>	<b>Non-Resident Rate</b>	<b>TOTALS</b>
<b>Deposit</b> Required & refundable, one-time fee	\$200	\$200	
<i>Amenities: Electricity, lights, restrooms and water</i>			
<b>Morning Half Day (9am-1pm)</b> Max 200 people, includes use of large shelter	\$125	\$187.50	
<b>Afternoon Half Day (3pm-7pm)</b> Max 200 people, includes use of large shelter	\$125	\$187.50	
<b>Full Day (9am-7pm)</b> Max 200 people, includes use of large shelter	\$250	\$375	
<b>501c3 Discount</b> 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)	
<b>Total Rental Hours:</b>			
<b>TOTAL FEES:</b>			

**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.

**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.

**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: _____
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