



APEX

PARKS, RECREATION &
CULTURAL RESOURCES

APEX SENIOR CENTER

Rental Request Form

63 Hunter Street, Apex, NC 27502 | (919)249-3354 | seniorcenter@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. Deposits are not taken to hold dates. **All fees must be paid in full in order to hold a date.***

TENANT/CONTACT 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: _____ ROOM(S) REQUESTED: _____

Brief Event Description: _____

Total Time Requested (*Rental time must include set up & clean up*): _____ hours

Arrival/Check In Time: _____ AM / PM

Arrival Time of Guests: _____ AM / PM

Event/Meeting Start Time: _____ AM / PM

Event/Meeting End Time: _____ AM / PM

Departure Time (*After you have restored the room*): _____ AM / PM

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

Number of Those Under 18 (*A 1:15 Ratio is required*): _____

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

Name of Caterer (if using): _____

Room info on page 2

2 hour minimum and a \$250 refundable rental deposit required.

Item	Resident Rate	Non-Resident Rate	TOTALS
Deposit Required & refundable, one-time fee	\$250	\$250	
Salem (Room 108) Accommodates 144 people, standing reception Includes 9 round or rectangular tables and chairs <i>Choice of tables: Round (72"/6')- seats 72</i> <i>Rectangular (96"x30"/8 ft)- seats 72</i>	\$100/hr	\$150/hr	
Saunders (Room 110) Accommodates 144 people, standing reception Includes 9 round or rectangular tables and chairs <i>Choice of tables: Round (72"/6')- seats 72</i> <i>Rectangular (96"x30"/8 ft)- seats 72</i>	\$100/hr	\$150/hr	
Seaboard (Room 112) Accommodates 144 people, standing reception Includes 9 round or rectangular tables and chairs <i>Choice of tables: Round (72"/6')- seats 72</i> <i>Rectangular (96"x30"/8 ft)- seats 72</i>	\$100/hr	\$150/hr	
Package (Salem, Saunders & Seaboard) Includes Salem, Saunders and Seaboard rooms and amenities listed for each	\$1,200/4 hrs	\$1,500/4 hrs	
Kitchen (Room 120) Kitchen has pass through to Seaboard Room	\$30/hr	\$45/hr	
Arts & Crafts (Room 202) Accommodates 20 people Includes 10 tables - 72"x 30" and 20 chairs Plastic table coverings must be used-provided by renter	\$35/hr	\$52.50/hr	
Chatham Classroom (Room 131) Accommodates 22 people Includes 11 tables – 72"x30" and 22 chairs	\$35/hr	\$52.50/hr	
Friendship Classroom (Room 133) Accommodates 40 people Includes 10 tables – 42"x 42", 40 chairs	\$35/hr	\$52.50/hr	
Audiovisual (optional add-ons) (includes microphone) a. Projector in one room b. Large projector for all three meeting rooms	a. \$15/hr b. \$30/hr	a. \$15/hr b. \$30/hr	
After Hours Attendant Additional Fee Required if rental is occurring outside normal operation hours (Mon-Fri, 8am-9 pm)	\$40/hr	\$40/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:

I. AGREEMENT AND UNDERSTANDING OF RULES AND REGULATIONS

- a) Only Apex residents (i.e. someone residing within the Town of Apex) may make application to rent or schedule the Apex Senior Center (ASC) at the Residential Rate, otherwise the Non- Resident Rate applies. 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) 249-3354.

- b) Applications may be made only by persons 21 years of age or older. The ASC reserves the right to refuse rental requests on their merits. The contracting party (hereinafter "Tenant") requesting the rental is solely responsible for all damage or misuse of facilities and shall bear 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 rental deposit.
- c) Rentals require a minimum of one adult per 20 persons under age 18. A list of Chaperones will need to be supplied.
- d) Rentals accommodating over 100 guests may be subject to 1) additional rental deposit 2) additional security provided by the Apex Police Department, negotiated and coordinated by and at the expense of the rental group.
- e) There is to be no cooking within the facility. The Tenant must make their own Catering arrangements. Food warmers are permitted.
- f) **NO ALCOHOLIC BEVERAGES are allowed at the Apex Senior Center.**
- g) Any personal items brought into the facility are the Tenant's responsibility. No outside furnishings (tables, chairs, etc.) are permitted.
- h) No rice, birdseed, glitter, colored powder, incense, fog/bubble/smoke machines, inflatable rides/games are permitted inside or outside the facility. No decorations are allowed affixed to walls. Only freestanding and table top decorations are permitted. No open flames and/or candles with the exception of warmers for food. Helium balloons and other items that "float" to the ceiling are not permitted.
- i) Any infraction of contractual rules governing the use of the ASC will be considered sufficient cause for cancellation of the contract. The Tenant is responsible to the ASC Coordinator or their designee for enforcing strict adherence to the rules and specifications requested.
- j) 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.
- k) 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.
- l) Rental requests which exceed normal operating hours are wholly contingent upon the availability of Limited Service Staff.
- m) Any rental amendments must be made at least 7 business days prior to the date of rental. This includes but is not limited to requests for change of room, adding equipment like tables and chairs and altering time blocks. In the event of a cancellation by the Tenant, the ASC will treat the event as if it actually occurred. In addition, Tenant will be held responsible for any and all charges or rentals made by the ASC and authorized by Tenant. In the event of cancellation by the ASC, every effort will be made to reschedule the facility at a time mutually agreeable to the ASC and the Tenant. In the event that is unfeasible, a full refund will be issued except for any actual costs incurred by ASC.
- n) The ASC may not be booked by any Tenant for more than 12 days per calendar year unless approved by the ASC Director.
- o) Any infraction of contractual rules governing the use of the ASC will be considered sufficient cause for cancellation of the contract. The contracting Tenant is responsible to the ASC Supervisor or their designee for enforcing strict adherence to the rules and specifications requested.
- p) Smoking is prohibited in all parts of the ASC. It is the responsibility of the Tenant to prevent patrons from entering the building while smoking.
- q) **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) Under no circumstances are any explosives, pyrotechnics, smoke, fog, haze or bubble generators to be used inside 4) animals of any kinds 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.
- r) Attached Hold Harmless and Release and Indemnification agreements must be signed and insurance requirements (if applicable) met prior to beginning of rental period.
- s) Room capacities are based on NC Fire Code and any rentals in excess of those capacities are subject to fees for additional space used and/or immediate shut down by Fire Marshall or Deputy Fire Marshall.

II. CLEANING

- a. The Tenant is to maintain reasonable care as to the neatness and cleanliness of the facility.
- b. Town personnel will clean and prepare the facility prior to the event. It will be the responsibility of the Tenant to see that the facility remains clean during the course of their event. Town staff will maintain sanitary restroom facilities on a daily basis. It shall be the responsibility of the Tenant to deposit all trash, food, etc. in the dumpster at the end of their event.
- c. Tenant shall be responsible for sweeping the lobby and other spaces used at 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 rental deposit.
- d. It is the renter's responsibility to set up & clean up their own tables & chairs. Upon completion of engagement, Tenant is responsible for returning all areas to their previous condition.

III. REFUND POLICY

- a. No reschedule, credit or refund, in any amount including rental deposit, will be made if Tenant cancels the rental event less than seven business days prior to the rental.
- b. If Tenant requests a change more than 7 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 Tenant cancels 7-59 business days prior to rental, a 50% refund will be issued upon written request. If Tenant 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.

- e. Upon full compliance with all the referenced contract conditions, rental deposit refunds will be issued to the original form of payment. If the deposit was paid by credit card, the deposit refund will be returned to that credit card. If the Tenant paid by cash or check, ASC staff will send a Refund Request to the Apex Finance Department, after calculating any applicable charges subject to deduction from the rental deposit.
- f. Under normal conditions, the Apex Finance Department issues a refund check via mail, within 3 weeks of the refund request.
- g. All refunds, prior to the event, must be requested in writing and will be made to the person whose name appears on the rental form.

IV. 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.

V. PERSONNEL

- b. Any Tenant who is permitted to use personnel other than ASC Staff or its designees to operate any ASC equipment shall, by doing so, release and hold harmless the ASC from any liabilities and accept full responsibility for personal injury, theft, breakage and subsequent cost of replacement or repair of said equipment.
- c. Security personnel may be required by management depending on the nature of the event. All charges for security shall be borne by Tenant and when required, only off duty Police officers from the Apex Police Department may be used. Security arrangements / fee / hourly rates will be negotiated separately with the Apex Police Department by the Tenant. The ASC Supervisor shall make all decisions regarding security needs.

VI. EQUIPMENT/MISCELLANEOUS

- a. No equipment other than that provided by the ASC shall be used without the prior approval of the ASC Supervisor. In addition, no changes in the general configuration, permanent or temporary, of the rental space made be made. **THE RENTEE SHALL NOT USE ANY ASC EQUIPMENT OTHER THAN THAT SPECIFICALLY STATED IN THE RENTAL AGREEMENT.**
- b. The ASC does not provide linens of any sort. Linens and other table coverings must be provided and arranged by the renter for the event.
- c. All decorations are to be flame retardant. Open flames (candles, matches, lighters, etc.) are not permitted with the exception of warmers for food.
- d. Plastic tablecloths/coverings must be used when arts and crafts are present.
- d. At no time shall any of the Tenant's belongings block any exits, loading doors, storage rooms and/or storage cabinets, outer sidewalks or parking lot. Storage rooms are for ASC storage only.

HOLD HARMLESS AGREEMENT

In consideration for permission to rent the Apex Senior Center at the times and under the circumstances described in the attached rental agreement, the undersigned hereby agrees: **(Please initial)**

- _____ To take all measures necessary to promote the safety of my guests in his/her use of the facility;
- _____ To hold harmless and indemnify the Town, its divisions and departments, and its officers, agents, employees, paid and volunteer, from any and all damages, losses, and expenses, including but not limited to attorney fees and costs of defense resulting from or attributable to my use of said facility by any person, guest or invitee;
- _____ For events where the services of a caterer are used, to provide the Town with its insurer's certificate that a policy of Comprehensive General Liability insurance providing coverage to be in effect during the period of such permitted use with minimum limits of \$1,000,000.00 and naming the Town of Apex as an additional insured;
- _____ To promptly notify the director of the Town's Parks and Recreation Department and the insurer issuing the Comprehensive General Liability Insurance policy referred to above of any occurrence that might give rise to a claim for damages growing out of the use of said facility by any such person.
- _____ 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 the Apex Senior Center. 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: _____