



Facility Reservation Form (Effective 4/2021)

Applications are processed at the John M. Brown Community Center, M-F, 8 a.m.-5 p.m.

53 Hunter Street, Apex, NC 27502 (919) 249-3402

Applicant Name: _____ Date of Birth: _____
 Home/Cell Phone: _____ Email: _____
 Street Address: _____ City: _____ Zip: _____

ALL FACILITY RENTALS REQUIRE A \$250 REFUNDABLE RENTAL DEPOSIT

2-hour minimum, 48 hour notice required prior to rental start time, all fees must be paid in full to reserve a facility

Room	Fees (during normal operating hours)	Capacity/Room Size
Summit Room	\$35 per hour (Residents) \$52.50 per hour (Non-residents)	65 people banquet seating 31' x 31'
Pinnacle Room	\$35 per hour (Residents) \$52.50 per hour (Non-residents)	65 people banquet seating 31' x 31'
Zenith Room	\$35 per hour (Residents) \$52.50 per hour (Non-residents)	65 people banquet seating 31' x 31'
Arts & Crafts Room	\$21 per hour (Residents) \$31.50 per hour (Non-residents)	20 people 22' x 28'
Catering Kitchen	\$21 per hour (Residents) \$31.50 per hour (Non-residents)	11' x 21'

**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.*

Purpose of Rental: _____		Rental Date: _____	
Room (check one): <input type="checkbox"/> Summit <input type="checkbox"/> Pinnacle <input type="checkbox"/> Zenith <input type="checkbox"/> Arts & Crafts <input type="checkbox"/> Kitchen			
Rental Time: _____		Expected Attendance: _____	
Will food be served? <input type="checkbox"/> Yes <input type="checkbox"/> No		Will there be music or amplified sound? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you part of a non-profit with 501c3 status? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<p>***Each room comes with 7 standard tables (6'x3') (seats 6) and a rack of cushioned folding chairs.</p> <p>***Additional tables are available for \$3 each. 60" diameter round tables (seats 8) are also available for \$3 each (maximum 10 tables)</p>			
How many EXTRA tables will you need?		6x3 Tables: _____	60" Rounds: _____

***Room capacities are based on NC Fire Code and rentals in excess of those are subject to charges against the rental deposit and/or immediate shut down by the Fire Marshall.*

After Hour Rental Information:

- Rental requests beyond normal operating hours are subject to staff availability and will be subject to an additional ATTENDANT CHARGE OF \$40 PER HOUR.
- After hour rentals may go no later than midnight Friday and Saturday; no later than 10:00pm Sunday-Thursday



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, INCLUDING RENTALS MADE WITHIN SEVEN 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 person/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 Community Center is closed due to Acts of God. A full refund, including rental deposit, will be made if the Town cancels the rental.

RENTAL DEPOSIT REFUNDS

- a) Upon full compliance with all the referenced contract conditions, APRCR 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 3 weeks of the refund request.
- d) Rental deposit funds may be held for exceeding the stated rental time, damage to the facility, use of 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

- a) Rentals require a minimum of one adult per 20 youth under age 18.
- 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 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. 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.
- d) 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.
- e) There is to be no cooking within the facility. Groups must make their own catering arrangements. NO ALCOHOLIC BEVERAGES are allowed on Town Property.
- f) Any personal items brought into facility are the group's responsibility. No outside furnishings (tables, chairs, etc.) are permitted.
- g) No rice, birdseed, 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.
- h) No decorations are allowed to be affixed to walls. Only freestanding and table top decorations are permitted.
- i) 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.
- j) 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.
- k) 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.
- l) 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.
- m) 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.
- n) 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.
- o) 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 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: _____