



APEX

**PARKS, RECREATION &
CULTURAL RESOURCES**

JOHN M. BROWN COMMUNITY CENTER

Shelter Reservation Form

53 Hunter Street, Apex, NC 27502 | (919) 249-3402 | peakconnect@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. **All fees must be paid in full in order to hold a date.** [Reserve online here!](#)*

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: _____ SHELTER(S) REQUESTED: _____

Brief Event Description: _____

Rental Start Time: AM: Afternoon: PM: *(specific time block on next page)*

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

Will you need electricity? Yes No Will you have inflatable playground equipment? Yes No

Will you be collecting money on Town Property as part of your event? Yes No

REFUND POLICY

- a) No reschedule, credit or refund, in any amount 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 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 will be made if the Town cancels the rental.

Shelter Info on page 2

All shelter rentals are 3-hour time blocks and must be booked at least 48 hours in advance

Year-Round Shelter Hours: 8:00am – 9:30pm Shelter Amenities: Each shelter has a charcoal grill and access to an electrical outlet.*

**Seagroves Farm Park Shelter hours: 8:00am – 8:30pm*

Shelter	Time Block	Resident Rate	Non-Resident Rate
<input type="checkbox"/> Apex Community Park Small Shelter (max 50 people, 8 picnic tables)	<input type="checkbox"/> 8am-11am <input type="checkbox"/> 12pm-3pm <input type="checkbox"/> 4pm-7pm	\$99.99	\$114.99
<input type="checkbox"/> Apex Community Park Large Shelter (max 100 people, 14 picnic tables) <input type="checkbox"/> Pleasant Park Fields Shelter (max 65 people, 11 picnic tables; 2 ADA accessible) <input type="checkbox"/> Pleasant Park Forest Shelter* (max 65 people, 11 picnic tables; 2 ADA accessible) * does NOT include priority or exclusive access to Splashpad	<input type="checkbox"/> 8am-11am <input type="checkbox"/> 12pm-3pm <input type="checkbox"/> 4pm-7pm	\$150	\$165
<input type="checkbox"/> Apex Jaycee Park Small Shelter (max 50 people, 6 picnic tables) <input type="checkbox"/> Hunter Street Park Small Shelter (max 50 people, 8 picnic tables) <input type="checkbox"/> Seagroves Farm Park Small Shelter (max 50 people, 8 picnic tables)	<input type="checkbox"/> 8:30am-11:30am <input type="checkbox"/> 12:30pm-3:30pm <input type="checkbox"/> 4:30pm-7:30pm	\$99.99	\$114.99
<input type="checkbox"/> Apex Nature Park Small Shelter Near Playground (max 50 people, 6 picnic tables) <input type="checkbox"/> Kelly Road Park Small Shelter (max 50 people, 6 picnic tables)	<input type="checkbox"/> 9am-12pm <input type="checkbox"/> 1pm-4pm <input type="checkbox"/> 5pm-8pm	\$99.99	\$114.99
<input type="checkbox"/> Apex Nature Park Large Shelter Near Amphitheater (max 50 people, 6 picnic tables)	<input type="checkbox"/> 9am-12pm <input type="checkbox"/> 1pm-4pm <input type="checkbox"/> 5pm-8pm	\$150	\$165
<p align="center">501c3 Discount</p> Applies to rentals made by a qualified 501c3 organization, proof of certification is required at the time of booking to receive the discount.		25% reduction of fees	25% reduction of fees

RULES AND REGULATIONS

- a) The party signing this application must be 21 years of age and is held responsible for all damage or misuse of Town Property and shall bear full replacement cost for any breakage, loss or damage. Any cleaning costs and other damage assessments (caused by items prohibited in this agreement) will be the responsibility of the permit holder.
- b) Rentals accommodating over 100 guests require the approval of the APR&CR Director prior to booking and may be subject to 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) No rice, birdseed, glitter, colored powder, confetti, helium balloons, paints, dyes, or fireworks are permitted on park premises. The use of tape, nails, screws, or staples are not permitted on shelter structures.
- e) Use of inflatables must be approved by APR&CR in advance. (See **Use of Inflatable Playground Equipment Addendum** if planning to use an inflatable in conjunction with a shelter reservation.)
- f) Use of food truck must be approved by APR&CR in advance. (See **Solicitation/Vendor Permits** webpage for list of town approved vendors: <http://www.apexnc.org/357/Solicitation-Vendor-Permits>)
- g) Gas grills and pig cookers must be placed within the paved parking lot area.
- h) 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.
- i) 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.
- j) Non-Profit groups, exhibiting proof of 501c3 status at time of application, are eligible for a 25% reduction of rental fees, excluding any additional fees.
- k) 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.
- l) Rentals are booked on a first come first served basis only and may not be booked any further in advance than twelve months from rental date and are limited to a maximum of 12 rentals per calendar year; unless otherwise approved by the APR&CR Director.
- m) 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.
- n) Any personal items or equipment brought to a Town of Apex shelter rental facility are the group's responsibility and must be removed promptly at the end of the rental contract time. There shall be no staking of tents in parks without prior approval of the APR&CR Director. Sand bags and weighted objects should be used instead of staking due to the potential of hitting water and/or electrical lines.

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: _____	Total Cost: _____	Date: _____
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Inflatable Playground Equipment Addendum

a.) **Use of Inflatable Playground Equipment**

Inflatable Playground Equipment bearing a NC Department of Labor Identification Tag is permitted for use in Town of Apex parks **upon approval** by the Director of the APR&CR Department. **The location of the inflatable needs to be shown on a plan in conjunction with a Facility reservation at the time of the request for approval. Inflatables MUST be powered by a generator as the electrical services provided at the Park Shelter may not support the voltage required.**

b.) Installation of the equipment shall be performed by a qualified individual in the manner specified by the equipment Manufacturer's instructions and applicable instructions from the NC Department of Labor for inflatable devices.

c.) To the extent permitted by law, _____ (contractor/vendor/or owner of the inflatable device) agrees to defend, pay on behalf of, indemnify, and hold-harmless the Town of Apex, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Apex its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the use of the inflatable device.

d.) The above-named contractor/vendor/or owner agrees to maintain valid general liability insurance in the minimum amount of \$1,000,000 and **provide a certificate of such insurance, with this addendum, naming the Town of Apex as additional insured on the policy.** If the policy has a blanket additional insured provision, the contractor /vendor/ or owner's insurance shall be primary and non-contributory to other insurance. The contractor /vendor/or owner agrees to provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company.

e.) Adherence to all NCOSHA standards applicable to the set-up, maintenance, and supervision of the inflatable device is the sole responsibility of the contractor/vendor /or owner of the equipment.

For Staff Use:

Date of Reservation ___/___/___

Name of Park _____

Diagram Provided of Location of Inflatable: YES/NO

Certificate of Insurance Provided: YES /NO

Director Approval: _____ **Date:** _____