



Shelter Reservation Form

Applications are processed at the John M. Brown Community Center, Monday – Friday, 8am – 5pm
53 Hunter Street, Apex NC 27502 (919) 249-3402

Now reserve anytime online! <https://apm.activecommunities.com/apexparksrecculres>

Applicant Name: _____ Date of Birth: _____
 Email Address: _____ Phone Number: _____
 Street Address: _____ City: _____ Zip: _____

ALL SHELTER RENTALS REQUIRE A \$100 REFUNDABLE RENTAL DEPOSIT

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

| Shelter | Fees (see resident info below) | Capacity | Amenities |
|---|---|------------|---|
| Apex Community Park Small Shelter – 8 Picnic Tables | \$17.50/hr (Residents) \$26.25/hr (Nonresidents) | 50 people | Charcoal grill, and electrical outlet at the shelter |
| Apex Community Park Large Shelter – 14 Picnic Tables | \$22.50/hr (Residents) \$33.75/hr (Nonresidents) | 100 people | Charcoal grill, and electrical outlet at the shelter |
| Hunter Street Park Small Shelter – 8 Picnic Tables | \$17.50/hr (Residents) \$26.25/hr (Nonresidents) | 50 people | Charcoal grill at shelter and electric outlet by the bathroom |
| Jaycee Park Small Shelter – 6 Picnic Tables | \$17.50/hr (Residents) \$26.25/hr (Nonresidents) | 50 people | Charcoal grill and electric outlet at shelter |
| Kelly Road Park - 6 Picnic Tables <i>(located next to the parking lot)</i> | \$17.50/hr (Residents) \$26.25/hr (Nonresidents) | 50 people | Charcoal grill at shelter and electric outlet by the bathroom |
| Nature Park (2500 Evans Road) Small Shelter – 6 Picnic Tables | \$17.50/hr (Residents) \$26.25/hr (Nonresidents) | 50 people | Charcoal grill, and electrical outlet at the shelter |
| Nature Park (2600 Evans Road) Large Shelter – 12 Picnic Tables | \$17.50/hr (Residents) \$26.25/hr (Nonresidents) | 50 people | Charcoal grill, and electrical outlet at the shelter |
| Seagroves Farm Park Small Shelter – 8 Picnic Tables | \$17.50/hr (Residents) \$26.25/hr (Nonresidents) | 50 people | Charcoal grill at shelter and electric outlet by the bathroom |

**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.*

Rental Date: ____/____/____ From: _____ To: _____ Expected Attendance: _____

Type of Rental (Event name i.e. Party, Picnic, etc.): _____ **Do you plan to use electricity? YES or NO**

Do you plan to have Inflatable Playground Equipment? (Bounce House, Moon Walk, etc.) (Circle One) **YES or NO**

Shelter (Check one): (Lights at each shelter automatically turn on according to darkness)

ACP (Small)
 ACP (Large)
 Jaycee Park
 Hunter Street Park
 Nature Park (Small)
 Nature Park (Large)
 Kelly Road Park
 Seagroves Farm Park

3-hour minimum, 48-hour notice required prior to rental start time.
Available hours vary by park*: YEAR-ROUND HOURS: 8:00am – 9:30pm
***Seagroves Farm Park Shelter hours: 8:00am – 8:30pm**

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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.

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 \$100 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. (See *Use of Inflatable Playground Equipment addendum* if planning to use an inflatable in conjunction with a shelter reservation.)
- e) Gas grills and pig cookers must be placed within the paved parking lot area.
- f) 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.
- g) 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.
- h) 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.
- i) 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.
- j) 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.
- k) 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.
- l) 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.

RENTAL DEPOSIT REFUNDS:

- 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.

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.

Applicant's Signature: _____

Date: _____



Inflatable Playground Equipment Addendum

Town of Apex Shelter Reservation # _____ Date of Reservation ___/___/___ Staff _____

Facility _____ Plan Received ___/___/___ Insurance Received ___/___/___

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.

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.

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.

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 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.

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.