



THE HALLE CULTURAL ARTS CENTER OF APEX

Rental Request Form

237 N. Salem Street, Apex, NC 27502 | (919)249-1120 | TheHalle.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.***

CONTACT INFO:

Name: _____ Phone: _____
Address: _____ City: _____
Email: _____ Date of Birth: _____

ORGANIZATION INFO:

Organization Name (if applicable): _____

Organization Address: _____

Is your organization a 501c3? _____

If so, please provide a copy of your certification with this rental application.

For Office Use Only:

- Paid _____
- Signed _____
- Director's Approval _____
- Alcohol Permits Completed
- Catering Permit Acquired

EVENT/MEETING DETAILS:

Date(s) Requested: _____

Brief Event Description: _____

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

Arrival Time: _____

Arrival Time of Guests: _____

Event/Meeting Start Time: _____

Event/Meeting End Time: _____

Departure Time (After you have restored the room): _____

Expected Attendance: _____

All reservations for 100 persons or more require the Director's approval and may require additional attendants, police, and other requirements as deemed necessary.

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

Serving food? _____

Serving Beer/Wine (Liquor is not allowed)? _____

Name of Caterer: _____

Prices on page 2

| Item | Resident Rate | Non-Resident Rate | YOUR TOTALS |
|--|---------------|----------------------|-------------|
| 2 hour minimum and a \$200 refundable rental deposit required. | | | |
| Deposit [Required & Refundable] | \$200/OTF | \$200/OTF | |
| Auditorium & Stage [Does NOT include the Dressing Rooms] | \$100/hour | \$150/hour | |
| Sound & Light Booth | \$50/hour | \$75/hour | |
| Studio Gallery | \$50/hour | \$75/hour | |
| Studio A | \$35/hour | \$52.50/hour | |
| Piano | \$25/hour | \$37.50/hour | |
| Piano Deposit [Required if renting the piano & Refundable] | \$200/OTF | \$200/OTF | |
| Overnight Storage Fee | \$50/night | \$75/night | |
| After Hours Attendant Fee [Required if rental is occurring outside of normal operating hours*] | \$20/hour | \$20/hour | |
| 4 Hour Auditorium Package Includes: Auditorium, Stage, Back Stage, Dressing Rooms, and Sound/ Light with Technician. This package includes the After Hours Attendant Fee. | \$600/4 hours | \$900/4 hours | |
| 4 Hour Gallery Package Includes: Main Gallery, Studio Gallery, Studio A, and Spotlight Gallery. This package does not include the After Hours Attendant Fee. | \$400/4 hours | \$600/4 hours | |
| OTF= One Time Fee | | Rental Hours: | |
| *Normal Operating Hours: M-F 9am-6pm / Sat 9am-1pm | | TOTALS: | |

HOLD HARMLESS AGREEMENT

In consideration for permission to rent the Halle Cultural Arts Center of Apex at the times and under the circumstances described in the attached rental agreement, the undersigned hereby agrees:

- _____ 1) To take all measures necessary to promote the safety of my guests in his/her use of the facility;
- _____ 2) 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;
- _____ 3) 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 (and Liquor Liability if needed) 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;
- _____ 4) For events where malt beverages and/or unfortified wine are to be served in accordance with a town issued permit, to provide the Town with its insurer's certificate that a policy of Comprehensive General Liability insurance and Liquor Liability insurance 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; and
- _____ 5) To promptly notify the director of the Town's Parks and Recreation Department and the insurer issuing the Comprehensive General Liability Insurance policy and/or Liquor 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.
- _____ 6) 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.

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 HCAC 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) 249-1120.
- b. Applications may be made only by persons 21 years of age or older. HCAC reserves the right to refuse rental requests on their merits. The 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 15 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 contracting party (hereinafter "Tenant") must make their own catering arrangements.
- f. **NO ALCOHOLIC BEVERAGES are allowed at the Halle unless the appropriate alcohol permits are approved by the HCAC Manager.** See Addendum A for more information if interested in serving beer and/or wine only during your rental.
- 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, 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.
- i. Any infraction of contractual rules governing the use of the HCAC will be considered sufficient cause for cancellation of the contract. The Tenant is responsible to the HCAC 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. Non-Profit groups which provide a cultural arts service (as determined by the HCAC Director) and the event is open to the public are eligible for a 50% reduction of rental fees Sunday through Thursday. This reduction does not apply to the required rental deposit.
- l. Rental requests which exceed normal operating hours are wholly contingent upon the availability of Limited Service Staff if rental request date is within 30 days of application. Rentals can be booked up to one year in advance.
- m. Any rental amendments must be made at least 7 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, HCAC 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 HCAC and authorized by Tenant. In the event of cancellation by the HCAC, every effort will be made to re-schedule the facility at a time mutually agreeable to the HCAC and the Tenant. In the event that is unfeasible, a full refund will be issued except for any actual costs incurred by HCAC.
- n. The HCAC may not be booked by any Tenant for more than 12 days per calendar year unless approved by HCAC Director.
- o. Any infraction of contractual rules governing the use of the HCAC will be considered sufficient cause for cancellation of the contract. The contracting Tenant is responsible to the HCAC Supervisor or their designee for enforcing strict adherence to the rules and specifications requested.
- p. Smoking is prohibited in all parts of the HCAC. It is the responsibility of the Tenant's ushers 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) animals of any kinds with the exception of those serving the needs of the physically challenged, 4) 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, 5) 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 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 (stage, support areas, dressing rooms, etc.) while it is in use by the Tenant and/or their employed and volunteer personnel.
- 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. For an event requiring multiple days, this shall be done at the end of each performance / day.
- c. Tenant shall be responsible for sweeping the stage, dressing rooms, lobby and other spaces used upon "striking" the production/ 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. The Tenant shall be responsible for cleaning dressing rooms between rehearsals and performances. HCAC personnel shall empty dressing room and backstage trash receptacles on a daily basis.
- d. It is the renter's responsibility to set up & clean up their own tables & chairs. (This policy excludes wedding events.)

- e. Upon completion of engagement, Tenant is responsible for returning all areas to their previous condition, including mopping the stage and auxiliary areas if deemed necessary.

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 HCAC Center is closed due to an Act of God. 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, APRCR 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 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 \$200 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, 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

- a. Unless otherwise approved by HCAC Supervisor, only Halle staff shall be permitted to operate the lighting, sound or projection systems.
- b. Any Tenant who is permitted to use personnel other than HCAC Staff or its designees to operate any HCAC equipment shall, by doing so, release and hold harmless the HCAC 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 HCAC Supervisor shall make all decisions regarding security needs.
- d. The parking lot to the right of The Halle is a private lot and is not to be used at any time. People parked in this lot will be towed even if the businesses are closed for the night.
- e. Parking is located directly behind the Halle.

VI. EQUIPMENT

- a. No equipment other than that provided by the HCAC shall be used without the prior approval of the HCAC Supervisor. In addition, no changes in the general configuration of the stage, curtains, dressing rooms or work areas, permanent or temporary, shall be permitted without the consent of the HCAC Coordinator. **THE RENTEE SHALL NOT USE ANY HALLE EQUIPMENT OTHER THAN THAT SPECIFICALLY STATED IN THE RENTAL AGREEMENT.**
- b. The Halle Cultural Arts Center 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 and scenery elements are to be flame retardant. Open flames (candles, matches, lighters, etc.) are not permitted with the exception of warmers for food.
- d. At no time shall any of the Tenant's scenery, stage furniture, props, costumes or equipment block any exits, loading doors, storage rooms and/or storage cabinets, outer sidewalks or parking lot. Storage rooms are for HCAC storage only and may not be used for dressing or storage by Tenant without expressed consent of HCAC Supervisor.
- e. No later than 14 days prior to rental, Tenant must provide HCAC with detailed staging and lighting plan, including, but not limited to, lighting instruments, positions, hookups, types and color.
- f. Under no circumstances are any explosives, pyrotechnics, smoke, fog, haze or bubble generators to be used inside.
- g. Helium Balloons, and other items that 'float' to the ceiling are not permitted at the Halle Cultural Arts Center.

VII. TICKETING POLICIES

- a. Tenants are required to sell their own tickets to ticketed events, and will not have access to the HCAC front desk computer/work area or the HCAC Etix Account. A ticket booth will be provided by the HCAC for use in the lobby.
- b. At no time will Tenants be allowed to sell more than the total number of 150 seats.