



HALLE CULTURAL ARTS CENTER OF APEX RENTAL REQUEST WORKSHEET

237 N. SALEM STREET APEX, NC 27502 * Phone (919) 249-1120 FAX (919) 362-8655

Applications accepted 9:00am-5:00pm Monday-Friday

Rental Requests must be made by adults, age 21 years or older. To qualify as an Apex Resident the requesting Tennant must reside within the Town's incorporated limits, as defined by the Planning and Community Development Department; otherwise Non Resident Rates apply at 1.5 times that of Resident Rates. **Deposits are not taken to hold dates. All rental requests are taken on a first come first served basis and all fees must be paid in full.**

Name _____ Phone (h) _____ (w) _____

Address _____ City _____ Zip _____

Email

Address: _____

Date: *please circle* M T W Th F S Su Month _____ Day _____ Year _____

Hours Requested*: From _____ To _____

***2 hour minimum and a \$100 refundable damage deposit required.**

HCAC reserves the right to require security for any event. Off-duty Apex Police Officer(s) must be used and it shall be the responsibility of the renter to coordinate this arrangement individually with the Apex Police Dept@ 919-362-8661.

Fees are listed per hour and based on residency

____ Stage and Dressing Rooms \$50R \$75NR _____ Studio Gallery \$35R \$52.50NR

____ Auditorium \$50R \$75 NR _____ Studio A \$20R \$30NR

____ Sound/Light Projection Booth \$50R \$75NR _____ Catering Kitchen \$15R \$22.50NR

____ Overnight Storage Fee \$50R \$75NR _____ Piano \$25R \$37.50NR plus additional \$200 refundable damage deposit

After-Hours Attendant Fee \$20R \$30NR The Attendant Fee is charged per hour for rentals occurring outside the normal operating hours of M-F 9am-6pm and on Saturdays from 9am-1pm.

Package Rentals

____ **4 Hour Auditorium Package \$600R \$900NR:** Includes Auditorium, Stage, Back Stage Area, Dressing Rooms, Sound/Light Booth & Kitchen. This package **includes** either Sound/Light Booth Technician* or the After Hours Attendant Fee.

____ **4 Hour Gallery Package \$400R \$600NR:** Includes Main Gallery, Studio Gallery, Studio A, Studio B/Spotlight Gallery & Kitchen. This package **does not include** the After Hours Attendant Fee.

*Technician requirement is based on type of rental and at the discretion of the Halle Cultural Arts Center Staff.

Expected Attendance _____ Number of those under 18 _____

Will food be served / catered? Y N If so, name of caterer _____

Details of Rental Activities:

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. 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 Tennant 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 damage deposit.
- b) Rentals require a minimum of one adult per 15 persons under age 18. A list of Chaperones will need to be supplied.
- c) Rentals accommodating over 100 guests may be subject to 1) additional damage deposit 2) additional security provided by the Apex Police Department, negotiated and coordinated by and at the expense of the rental group.
- d) There is to be no cooking within the facility. The contracting party (hereinafter "Tennant") Tenants must make their own catering arrangements. **NO ALCOHOLIC BEVERAGES are allowed at the Halle unless the appropriate alcohol permits are approved by the HCAC Director. See Addendum A for more information if interested in serving beer and or wine only during your rental.**
- e) Any personal items brought into the facility are the Tennant responsibility.
- f) No rice or birdseed is permitted inside or outside the facility. No decorations are allowed affixed to walls. Only freestanding and table top decorations are permitted.
- g) Any infraction of contractual rules governing the use of the HCAC will be considered sufficient cause for cancellation of the contract. The Tennant is responsible to the HCAC Coordinator or their designee for enforcing strict adherence to the rules and specifications requested.
- 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) Non Profit groups, **exhibiting proof of 501c3 status at time of application**, are eligible for a 25% reduction of rental fees. 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 damage deposit.
- j) 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.**
- k) 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 altering times. In the event of a cancellation by the Tennant, HCAC will treat the event as if it actually occurred. In addition, Tennant will be held responsible for any and all charges or rentals made by the HCAC and authorized by Tennant. In the event of cancellation by the HCAC, every effort will be made to reschedule the facility at a time mutually agreeable to the HCAC and the Tennant. In the event that is unfeasible, a full refund will be issued except for any actual costs incurred by HCAC.
- l) The HCAC may not be booked by any Tennant for more than 12 days per calendar year unless approved by HCAC Director.
- m) Any infraction of contractual rules governing the use of the HCAC will be considered sufficient cause for cancellation of the contract. The contracting Tennant is responsible to the HCAC Supervisor or their designee for enforcing strict adherence to the rules and specifications requested.
- n) Smoking is prohibited in all parts of the HCAC. It is the responsibility of the Tennant's ushers to prevent patrons from entering the building while smoking.
- o) **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.**
- p) Attached Hold Harmless and Release and Indemnification agreements must be signed and insurance requirements met prior to beginning of rental period.

II. Cleaning

- a) The Tennant 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 of the Tennant 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 Tennant to see that the facility remains clean during the course of their event. Town staff will remove trash placed in trash receptacles and maintain sanitary restroom facilities on a daily basis. It shall be the responsibility of the Tennant 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) Tennant 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 damage deposit. (The Tennant 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) Upon completion of engagement, Tennant 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 damage deposit, will be made if Tennant cancels the rental event less than seven business days prior to the rental.
- b) If Tennant request a change more than 14 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 Tennant cancel 15-59 business days prior to rental only a 50% refund will be issued upon written request. If Tennant 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 Acts of God. A full refund, including damage deposit, will be made if the Town cancels the rental.
- e) 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 damage 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. Personnel

- a) Unless otherwise approved by HCAC Supervisor, only Halle staff shall be permitted to operate the lighting, sound or projection systems.
- c) Any Tennant 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.
- j) Security personnel may be required by management depending on the nature of the event. All charges for security shall be borne by Tennant 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 Tennant. The HCAC Supervisor shall make all decisions regarding security needs.

V. 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.
- b) All decorations and scenery elements are to be flame retardant. Open flames (candles, matches, lighters, etc.) are not permitted.
- c) At no times shall any of the Tennant’s scenery, stage furniture, prop costumers 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 Tennant without expressed consent of HCAC Supervisor.
- d) No later than 14 days prior to rental, Tennant must provide HCAC with detailed staging and lighting plan, including, but not limited to, lighting instruments, positions, hookups, types and color.
- e) Under no circumstances are any explosives, pyrotechnics, smoke, fog, haze or bubble generators to be used inside.

VI. Ticketing Polices

- a) Tennant ticketed events are require to sell their own tickets 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.
- c) At no time will Tennant’s be allowed to sell more than the total number of 135 seats.