

New Hill Community Center (NHCC) - Rental Request

Physical Address: 3101 New Hill Holleman Rd, New Hill, NC 27562

Mailing Address: P.O. Box 63, New Hill, NC 27562

Website: www.newhillcc.org Email: nhcc@newhillcc.org

Landline Phone: (919) 362-7905

Rental Requests must be made by adults, age 21 years or older. To qualify as a New Hill Resident (R), the requesting Tenant must reside within the New Hill 27562 Zip Code, 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.**

Name _____ Business Name *if applicable* _____

Address _____ City _____ Zip _____

Email _____ Phone _____

Date Requested _____ Hours _____

Expected Attendance: _____ Number of Those Under 18: _____ **Adult 1:10 ratio is required.**

Will food be catered? _____ If so, name of Caterer _____

Details of Rental Activities: _____

I have read, understand, and will abide by NHCC Rules and Regulations attached. Any alcohol use found on premise will forfeit security deposit.

_____ Initials

** Please note that the wireless Internet does not allow for Streaming Media

***3-hour minimum and a \$100 rental security deposit required.**

Rental hours include set-up and clean-up

All Rates are Per Hour for standard set-up

Assembly Hall and Catering Kitchen -- \$35R \$45NR
145 persons / standing
68 tables & chairs

Normal operating hours: Sun-Thurs 8am-10pm, Fri-Sat 8am-11pm

R= Reside within New Hill 27562 Zip Code
NR=Non-Resident outside of New Hill 27562 Zip Code

Resident

Non-resident

_____ # of hours X \$35 / hour = _____

_____ # hours X \$45 / hour = _____

Security Deposit: \$100

Security Deposit: \$100

Security deposit paid: _____

Rental amount paid: _____

Tenant Signature _____ **Date** _____

NHCC Signature _____ **Date** _____

I. Agreement and Understanding of Rules and Regulations

- a) The contracting party (hereinafter “Tenant”) residing within the New Hill 27562 zip code may make an application to rent or schedule the NHCC at the Resident Rate, otherwise the Non-Resident Rate applies. If you are unsure of your residential status, please call (919) 362-7905 or email: nhcc@newhillcc.org.
- b) Applications may be made only by persons 21 years of age or older. NHCC Management 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 are 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 security deposit. Reference Rental security deposit (section IV.b)
- c) Rentals require a minimum of one adult per 10 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 security deposit 2) security provided by a certified law enforcement officer, negotiated and coordinated by and at the expense of the Tenant.
- e) **There is to be no cooking within the facility.** Tenant must make their own catering arrangements.
- f) **NO ALCOHOLIC BEVERAGES are allowed at the New Hill Community Center unless the appropriate alcohol permits and insurance are approved by NHCC Management. See Alcohol Form for more information if interested in serving only beer or wine during your rental.**
- g) Any personal items brought into the facility are the Tenant’s responsibility. No outside furnishings (tables, chairs, etc.) are permitted without express permission of NHCC Management.
- h) No rice, birdseed, confetti, incense, fog/bubble/smoke machines, inflatable rides/games are permitted inside the facility. Inflatable rides/games outside the facility require prior permission of NHCC Management. No decorations may be affixed to walls. Only freestanding and table top decorations are permitted.
- i) NHCC Management reserves the right to deny any rental application where the proposed use is deemed to conflict with other planned programs or rentals.
- j) Rental requests that exceed normal operating hours must be approved by NHCC Management.
- k) Smoking is prohibited inside the NHCC or outside the NHCC within 50 feet of the exterior doors. It is the responsibility of the Tenant to enforce this smoking policy.
- l) **The following shall be prohibited within or on the facility premises:** 1) all illegal drugs or other controlled substances, 2) animals of any kind with the exception of those serving the needs of the physically challenged, 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 NHCC Management, and/or 4) any other action deemed by NHCC Management to jeopardize the health and welfare of the public or the facility.
- m) Attached Hold Harmless and Release and Indemnification agreements must be signed. In addition, if alcohol is to be served and consumed, Alcohol Form must be completed, and insurance requirements met prior to beginning of rental period.
- n) 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.
- o) Any violation of contractual rules governing the use of the NHCC will be considered cause for cancellation of the contract. The Tenant is responsible for enforcing strict adherence to the rules and specifications contained herein.

II. Cleaning

- a) The Tenant is to maintain reasonable care as to the neatness and cleanliness of the facility (main hall, caterer's kitchen, bathrooms, outside areas, etc.) while it is in use by the Tenant and/or their employed and volunteer personnel.
- b) NHCC Management will have the facility cleaned 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 event. It shall be the responsibility of the Tenant to deposit all trash, food, etc. in the garbage containers/bags at the end of the event. For an event requiring multiple days, this shall be done at the end of each event / day.
- c) Tenant shall be responsible for sweeping the main hall and other spaces used during the rental. This includes damp mopping, if necessary. If these areas are not cleaned satisfactorily, NHCC Management will clean the facility and the Tenant shall forfeit a portion of its rental security deposit.
- d) Upon completion of rental, Tenant is responsible for returning all areas to their previous condition.

III. Refund Policy

- a) No reschedule, credit or refund, in any amount including rental security deposit, will be made if Tenant cancels the rental event less than seven days prior to the rental.
- b) If Tenant requests a date change more than 6 days prior to the rental event, all fees and deposits may be transferred subject to room availability and the availability of the NHCC. However, reschedule dates may occur no later than thirty days from the original date.
- c) If Tenant cancels more than 30 days prior to rental, a full refund will be issued. If Tenant cancels rental between 14 and 30 days prior to rental, a 50% refund will be issued. If Tenant cancels less than 14 days prior to rental, no refund will be issued.
- d) NHCC Management reserves the right to cancel reservations if such cancellation is deemed to be in the best interest of the NHCC or if the NHCC is closed due to an Act of God. A full refund, including rental security deposit, will be made if NHCC Management cancels the rental.
- e) Under normal conditions NHCC Management will issue a refund check via mail within 30 days of a qualifying cancellation. All refunds will be made to the person whose name appears on the rental form.

IV. Rental Security Deposit

- a) Rental security deposit refunds are issued to the person whose name appears on the rental form.
- 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 \$100 rental security deposit and or additional monies if costs exceed the deposit amount.
- c) Rental security deposit funds may be held for damage to the facility or 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.
- d) Upon full compliance with all the referenced contract conditions, NHCC Management will send a security deposit refund after calculating any applicable charges subject to deduction from the rental security deposit.

V. Access and Security

- a) Security personnel may be required by NHCC Management depending on the nature of the event. Generally, the ratio of 1 officer per 100 guests is required. Rentals with attendance less than 100 may not require officer attendance. All charges for security shall be borne by Tenant and, when required by NHCC Management, only certified law enforcement officers may be used. NHCC Management shall

make all decisions regarding security needs, but security arrangements / fees / hourly rates will be negotiated separately with certified law enforcement officers by the Tenant.

- b) Parking is located directly in front of the NHCC. The parking beside the NHCC is for the Apex Fire Department and is not to be used at any time. The vacant lot across the street from the NHCC is private property and is also not to be used at any time.

VI. Equipment

- a) No equipment other than that provided by NHCC Management shall be used without the prior approval of NHCC Management. In addition, no changes in the general configuration of the interior shall be permitted without the consent of NHCC Management.
- b) NHCC Management does not provide linens, plates, cups, saucers, eating utensils, cooking utensils, etc. These items must be provided by the Tenant.
- c) All decorations and scenery elements are to be flame retardant. Open flames (candles, matches, lighters, etc.) are not permitted except for warmers for food.
- d) At no time shall any of the Tenant's scenery, furniture, props, costumes or equipment block any exits, doors, storage rooms and/or storage cabinets, outer sidewalks or parking lot. Storage rooms are for NHCC storage only and may not be used for dressing or storage by Tenant without the express consent of NHCC Management.
- e) Under no circumstances are any explosives, pyrotechnics, smoke, fog, haze or bubble generators to be used without permission of NHCC Management.
- f) Helium balloons, and other items that 'float' to the ceiling are not permitted inside the NHCC. No decorations may be affixed to walls. Only freestanding and tabletop decorations are permitted.