Ivy Community Center, Incorporated

4222 Fayetteville Road
Durham, NC 27713

Phone (919) 484-2223
Fax (919) 405-2071

FACILITY USE APPLICATION

Name of Organization/Person: _____

Type of Event (Description): _____

Estimated Attendance: _____

Date of Event: _____ Day of Week: _____

Set-up Time: _____ Take-down Time: _____

Start Time: _____ End Time: _____

Facility Use Requested

☐ Multi-Purpose Room: (Maximum of 6 hours) ☐ Full ☐ Half

☐ Board Room (Limited to meetings)

☐ Conference Room

Items Needed

☐ Chairs (Limit of 200)

☐ 60" Round Table (Limit of 20)

☐ 45" Round Table (Limit of 7)

☐ 6" Rectangular Table (Limit of 13)

☐ Podium (Limit of 1)

Additional Requirements (Check ALL that apply)

☐ Kitchen *(stove/microwave for warming only)*

☐ Dance Floor

☐ Decorating *(no confetti or tape on walls)*

☐ Janitorial Service *(required if food is served)*

☐ Beer/Wine

☐ Alcohol *(requires ABC permit)*

☐ Security Guard *(required with **ALL** alcohol use and special events. Refer to management.)*

APPLICANT IS RESPONSIBLE FOR SET UP

ADDITIONAL FEES MAY APPLY TO THE ABOVE

A non-refundable fee of $35 is required at the time of application to guarantee availability of the time and space requested. NO PERSONAL CHECKS ACCEPTED.

Name of Authorized Applicant: _____

Contact Person/Title: _____

Mailing Address: _____

Email Address: _____

Telephone#: Home_____ Cell _____ Work _____

I/We have read and fully understand all information in this Facility Use Application and the Facility Use Policy attached to this application as it pertains to the rules, regulations, rental rates and cleaning procedures of the Ivy Community Center (ICC), and hereby agree to comply fully with them and with the rules, guidelines and procedures specified in the documents. It is further understood and accepted that ICC WILL NOT be held liable for any accidents or injuries occurring to persons in attendance at this event. In the event of any damage to the facility, grounds or ICC equipment during usage, or failure to restore the facility to satisfactory condition following usage, the undersigned or the organization named above agrees to defray the costs for such damage as determined by ICC Management. I/We understand and agree that this reservation may be cancelled at any time before or during the scheduled event as outlined in the ICC Facility Use Policy or otherwise communicated by ICC Management.

_____ (Signature)

_____ (Date)

FOR OFFICE USE ONLY	
Date Received: **Time Received**:	☐ Approved ☐ Denied
Amount Paid: $_____ Appl. Fee $_____ Rental Deposit $_____ Other	☐Cash ☐ MO ☐ Bank Check
Signed/ICC Management:	

The Ivy Community Center, Incorporated
Durham, North Carolina

Welcome to and thank you for choosing the Ivy Community Center for your Special Event. We hope your use of the Ivy Community Center will be a pleasant and an enjoyable experience.

Use of the Ivy Community Center (referenced also as "Facility") will be governed by the Rules and Guidelines specified in this FACILITY USE POLICY as follows:

FACILITY USE POLICY

RULES and GUIDELINES

A. General Information

1. For **a fee**, the Ivy Community Center may be reserved for Business and/or Social Events by other Civic, Cultural, Educational, Religious, Political, Social Organizations, and Individuals whose purpose and mission are consistent with the purpose and mission of the Ivy Community Center, Inc.

2. The Ivy Community Center House Managers will be on the premises during all activities and functions. The Renter is responsible for immediately advising the House Managers if, during his/her use of the Facility, problems arise or any other concerns.

3. The Ivy Community Center Management reserves the right **to deny** usage of the Center to any Organization or Individual whose purpose or mission, if determined, is not consistent with those of the Ivy Community Center, Inc.

4. The spaces available for rental include the Multi-Purpose Room (rental of full room or half room), Conference Room, Board Room, and Kitchen.

5. Rental rates for the Multi-Purpose Room cover a maximum rental period of six (6) hours. Rental rates for the Board Room and Conference Room cover a maximum rental period of four (4) hours. This includes time used by the Renter for set-up, decorating, preparation, take-down, kitchen clean-up, and the walk through inspections before and after the event.

6. The Renter will be charged an hourly fee for Pre-Event access to the Facility for decorating, rehearsal, etc., prior to the date of the Event (based upon availability).

7. The **Renter's** use of the Facility is limited to the period of time and space requested, as specified in the **Contract Agreement**.

8. Hours requested beyond the time on the **Contract Agreement** must be approved by the ICC Management team three weeks before the Event date. If approved, a NEW Contract Agreement will be generated reflecting the cost associate with the additional hours.

9. At **NO TIME** the Renter will be granted additional time on the date of the Event.

10. **The person reserving the Facility must be present during the entire activity and is held responsible for the use of the Facility.**

11. The **Renter** agrees to pay full replacement costs, over and above the amount of the Security Deposit, if applicable, for damage to the facility and/or its furnishings**.**

12. The **Renter may not collect fees on the premises** for admission to an Event held at the Ivy Community Center.

13. A **Uniformed, Armed Security Guard**, obtained by the Ivy Community Center Management shall be on duty at functions in accordance with the Guidelines in the Facility Use Policy. The Renter will be responsible for paying, **in cash**, the full cost for the services of the Uniformed, Armed Security Guard. **The payment is to be made upon arrival on the day of the Event to the Uniformed, Armed Security Guard by the Renter.**

14. No person under **21** years of age may secure reservations for use of the Ivy Community Center.

15. **Children** present at the Facility must be supervised by adults at **ALL** TIMES. The Ivy Community Center, Inc. and Ivy Community Center Management will assume **no** responsibility for any accidents or injuries occurring to persons in attendance at an

Event. In the event of damages, the costs for repair or replacement will be deducted from the Security Deposit.

16. Rentals for "Youth Group Events" (i.e., Events at which the majority of attendees are under the age of 21), and/or Undergraduate sorority and fraternity chapter Events, require the presence of adult chaperones and/or Undergraduate Advisors who understand and accept full responsibility for the groups' strict adherence to all rules and regulations set forth in this policy. At the sole discretion of the Ivy Community Center Management, a Uniformed, Armed Security Guard, obtained by the Ivy Community Center Management, may be required to be on duty at such functions. Please refer to 12 above for full details.

17. The Ivy Community Center will provide chairs and tables as indicated in the Facility Use Rental Application. The Renter is responsible for the set-up of these furnishings prior to the Event and break-down at the conclusion of the Event. When the Renter has paid a janitorial service fee, break-down of these furnishings is not required.

18. Furnishings in the Facility are **not** to be moved from room to room or otherwise used without the approval of the Ivy Community Center Management. The use of **confetti, glitter and wax candles are prohibited**. **Staples, nails, glue, and/or any tape are not to be used on the walls.**

19. Equipment and personal property, decorations, etc. must be provided by the Renter, subject to approval by the Ivy Community Center Management. The Ivy Community Center Management must be made aware of such items prior to the Event. The Ivy Community Center assumes no responsibility for such items. At no time is special effect devices (i.e. fireworks, etc.) allowed to be used on the property.

20. The Renter understands and accepts that fighting, quarreling, playing of loud music and other such disturbances are prohibited on the premises. Loitering is not allowed on the premises.

21. The Ivy Community Center **WILL NOT** be held responsible for any accidents or injuries occurring to person in attendance at an Event.

22. The Ivy Community Center is a smoke-free facility. Receptacles for the disposal of cigarette butts will be placed outside the building in a designated area. Evidence of smoking inside the Facility will result in forfeiture of the full amount of the Security Deposit. Any additional damages to the Facility and/or its furnishings will be assessed to the Renter as determined by the Management.

23. Illegal substances and activities, firearms, and other weapons are prohibited on the premises.

B. Facility Rental Information

1. The Facility Use Application may be obtained online at **www.alphazetaomega.org**. Renter must complete the Facility Use Application, sign and return it along with a non-refundable application fee to the Ivy Community Center Management to begin the rental process.

2. Upon receipt of the signed Facility Use Application and the non-refundable application fee, the Ivy Community Center Management will prepare a contact for rental, and email or mail to the Renter for review and acceptance. **The signed Facility Use Application confirms that the Renter has read and fully understands all information in the Facility Use Policy.**

3. The requested Event date will be confirmed upon the **acceptance** of the Contract Agreement and **secured** upon the Ivy Community Center Management receiving the **Rental Deposit**.

4. The **Balance Due** on the rental and other fees, as applicable, must be paid to the Ivy Community Center Management **at least one (1) month prior** to the date of the Event.

5. Any changes in, or amendment of, the provisions of the Facility Use Application, Facility Use Policy, Contract Agreement, fees or other documents relating to the rental of the facility, **require a written notification and approval by the Ivy Community Center Management and the Renter. NO VERBAL AGREEMENTS ARE BINDING.**

C. Methods of Payment

We accept cash, money orders and cashier checks. F**or your convenience, payment may be made online via PayPal**. The link may be found at **www.alphazetaomega.org/ICC**

D. Cancellations/Terminations/Refunds

Any cancellation of the Contract Agreement by the Renter after the Ivy Community Center Management has received the signed Contract Agreement requires a **written notification**. **Required fees (payments) not received on or before the dates specified in the Contract Agreement could result in the cancellation of the Event.**

E. Food Preparation/Serving of Food

1. When food and beverages are served at an Event, the Renter will be required to use the kitchen, pay the kitchen-use fee and provide his/her own dishcloths, towels, paper products, serving utensils, etc. When food and beverages are served at an Event in the Multi-Purpose Room, in addition to paying the kitchen-use fee, the Renter will also be required to pay a janitorial fee as described in **Section D, # 1**.

2. **NO COOKING is allowed on or outside of the premises. Any special requests must be approved by the Ivy Community Center Incorporated Management Team and a written authorization with the Renter and the caterer must be obtained three weeks prior to the start of the Event.**

F. Alcoholic Beverage Use

"Alcoholic Beverages" means any beverage containing at least one-half (0.5%) alcohol by volume. Examples of alcoholic beverages include, but are not limited to: beer, lager, malt liquor, ale, porter, unfortified wine, fortified wine, spirituous liquor, and mixed beverages.

The serving of alcoholic beverages inside the Facility is permitted under the following conditions:

1. The Renter assumes full responsibility for complying with Federal, State and Local Laws governing the serving of Alcoholic Beverages.

2. The Renter must obtain an Alcoholic Use Permit from the North Carolina ABC Board of Control. This permit must be presented to the Ivy Community Center Management **two (2) weeks prior to the start of the Event.**

3. A Uniformed, Armed Security Guard obtained by the Ivy Community Center Management will be required to be on duty at functions where alcoholic beverages are served. The Renter will be responsible for paying the full cost of the services of the Uniformed, Armed Security Guard **in CASH**.

The following are prohibited while on The Ivy Community Center premises:

1. **Selling of any kind of Alcoholic Beverages.**

2. **Providing Alcoholic Beverages to anyone appearing to have exceeded legal limits for consumption.**

3. **Bringing alcoholic Beverages in the Facility without an Alcoholic Use Permit from the North Carolina ABC Board of Control.**
4. **Serving and/or allowing individuals under 21 years of age to consume Alcoholic Beverages.**

5. **Consuming alcoholic beverages in the parking lot.**

G. <u>Facility Maintenance and Cleaning</u>

1. When Food and/or Beverages are served at a function held in the Multi-Purpose Room of the Ivy Community Center, the Renter will pay for janitorial service provided by the Ivy Community Center Management.

2. The Renter and the Ivy Community Center House Manager(s) will conduct a "walk through" inspection of the Facility at the beginning of the Event and at the end of the Event. **<u>During the walk through, both parties may point out areas that maybe considered for extra cleaning.</u>**

The Renter understands and agrees to the following terms regarding refunds:

1. **The Application Fee is non-refundable.**

2. **Cancellation less than 45 days prior to the Event Date will result in the forfeiture of the Full Rental Deposit.**

3. **Cancellation less than 15 days prior to the Event Date will result in forfeiture of all fees paid.**

4. For any cancellation due to inclement weather or other such acts of nature, if the Event is cancelled before it commences, the Renter will receive 100% of the fees paid less the non-refundable Application Fee. If the Event is in progress, the Ivy Community Center Management, based on the length of the Event, will determine the amount of the refund. The Security Deposit is subject to deductions for damage assessments or any other fees access for failure to comply with the rules and guidelines specified in the Facility Use Policy.

5. The Ivy Community Center Management reserves the right to cancel the Rental Contract or terminate the Event in progress at any time if it is determined that the Renter and/or Event is not in compliance with the rules and agreements established in the Contract Agreement or this Facility Use Policy. If the Ivy Community Center Management cancels the Event before it commences, the Renter will receive the total refund less the non-refundable Application Fee. If the activity is in progress when terminated by the Ivy Community Center Management, the Renter will receive only the Security Deposit subject to deductions for damage assessments or any other fees assessed for failure to comply with the rules and guidelines specified in this Facility Use Policy.

6. The Ivy Community Center, Inc. and the Ivy Community Center Management assume **NO** responsibility or liability for any losses to the Renter due to cancellations.

7. Within 24 hours after the conclusion of an Event, the Ivy Community Center Management will conduct a second walk-through to inspect and inventory the Renter's contracted space, including restrooms, hallways, and kitchen. Pending no damage and/or other circumstances warranting assessment of fees under the rules and guidelines specified in the Facility Use Policy, a full refund of the **Security Deposit** will be mailed to the Renter **within 30 days following the Event**.
8. In the event of damages and/or other circumstances warranting assessment of fees under the Rules and Guidelines specified in this Facility Use Policy, the Ivy Community Center Management will secure an accurate estimate of repair or replacement costs and send a copy of the estimate to the Renter. The Renter agrees to forfeit the Security

Deposit if repair or replacement costs equal the Security Deposit. If the repair or replacement costs exceed the amount of the Security Deposit, the Renter agrees to pay the difference within 30 days. If the repair or replacement costs are less than the Security Deposit, the Ivy Community Center Management will refund the balance to the Renter after the repair or replacement has been made.

9. **Distribution of any refund to the Renter will be in the form of a check or PayPal depending on the type of payment received.**

Initial_____

ADDENDUM TO FACILITY USE APPLICATION

Ivy Community Center, Inc.

The Renter understands and agrees to the information on the Ivy Community Center, Inc. Facility Use Application and the Facility Use Policy Rules and Guidelines that includes the following terms (excerpts from the Facility Use Policy Rules and Guidelines):

(Client Initials)

_____ The Application Fee is non-refundable.

_____ The Renter's use of the facility is limited to the period of time and space requested, as specified in the Contract Agreement.

_____ A Uniformed, Armed Security Guard, obtained by the Ivy Community Center Management shall be on duty at functions where alcoholic beverages are being served.

_____ The selling of any kind of alcoholic beverages is prohibited. The serving alcoholic mixed drink beverages to guests in the facility will require an ABC Use Permit and **must** be on file with the contract agreement 2 weeks before the Event. Serving alcoholic beverages to individuals less than 21 years of age is prohibited. Consuming any alcoholic beverages in the parking lot of the Ivy Community Center is prohibited.

_____ Any changes in or amendment of, the provisions of the Facility Use Application and Contract Agreement require a written notification and approval by the Ivy Community Center Management and the Renter. NO VERBAL AGREEMENTS ARE BINDING.

_____ When food and beverages are served at an Event, the Caterer's use of the kitchen as set forth in the Ivy Community Center Facility Use Rules and Guidelines is required. **No cooking is allowed on or outside of the premises**. Any special requests **must** be approved by the Ivy Community Center, Inc. Management Team and a written authorization with the Renter and the caterer **must** be obtained three weeks prior to the start of the Event.

_____ A full refund of the Security Deposit will be mailed to the Renter within 30 days following the Event. In the event damages and/or other circumstances warrant assessment of fees under the Rules and Guidelines specified in the Facility Use Policy, the Ivy Community Center Management will secure an accurate estimate of repair or replacement costs for the Renter's review and will be deducted from the Security Deposit.

Original – Attach to ICC Contract
Copy – To Client

Updated June 2016