

# 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, and Kitchen.

5. Rental rates for the Multi-Purpose Room cover a maximum rental period of six (6) hours. Rental rates for the 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. **Failure to leave the premises at the end of the maximum rental period will result in an additional charge of \$75 per hour or fraction of an hour.**
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 associated 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 entertainment/social events including but not limited to parties, baby showers, family reunions, etc. occurring at the Ivy Community Center, regardless of start or end times. Other renters may also request a Uniformed, Armed Security Guard for events. The Renter will be responsible for paying the full cost for the services directly to 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 reserve 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. A Uniformed, Armed Security Guard, obtained by the Ivy Community Center Management, is required to be on duty at such functions.
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, sparklers and open flame candles are prohibited**. **Staples, nails, glue, and/or any tape are not to be used on the walls. No permanent markers should be used on flipchart paper.**
19. The piano at the Ivy Community Center should **not** be moved nor played at any time during rental events.
20. Equipment, decorations, etc. must be provided by the Renter. The Ivy Community Center assumes no responsibility for such items. At no time is special effect devices (i.e., fireworks, smoke machines, etc.) allowed to be used on the property.
21. The Renter understands and accepts that loitering, fighting, quarreling, playing of loud music and other such disturbances are prohibited on or outside the premises.
22. The Ivy Community Center **WILL NOT** be held responsible for any accidents or injuries occurring to anyone in attendance at an Event.
23. 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.

24. 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](http://www.alphazetaomega.org). The 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 Rental Contract Agreement, 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 Facility Use Application 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 to, 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. The Renter has up to two (2) weeks before the event to make changes in the Contract Agreement. There will be no changes after that time. NO VERBAL AGREEMENTS ARE BINDING.**

**C. Methods of Payment**

We accept money orders, bank (certified) checks, cashier's checks, organization/business checks payable to ICC, and debit/credit cards. A separate payment must be made for room set up requests. Payments may also be made online via PayPal. The link may be found at [www.alphazetaomega.org/ICC](http://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.**

**Upon approval of the cancellation request, any appropriate refund that is determined will be refunded to the Renter within 30 days of the cancellation approval.**

#### **E. Food Preparation/Serving of Food**

1. When food and beverages are served at an Event, the Renter will be required to use their own kitchen supplies and utensils (i.e., dishcloths, towels, paper products, 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.
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. Food trucks or outside cooking grills are also prohibited on or outside the premises.**

#### **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 for consumption of all alcoholic beverages (i.e., beer, wine, and spirituous liquors). This permit must be presented to the Ivy Community Center Management **two (2) weeks prior to the start of the Event.** **If the Alcoholic Use Permit is not presented by the Renter within the said timeframe, Ivy Community Center Management reserves the right to prohibit serving of alcoholic beverages at said event.**

3. A Uniformed, Armed Security Guard obtained by the Ivy Community Center Management will be required to be on duty at **ALL** 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 **at the arrival time of the Security Officer on the day of the event.**

**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.**
6. **Alcohol of any kind will not be permitted at any event designated as an event for a child under the age of 21 years old (i.e., birthday party, baby shower, graduation, quinceanera, teen party, etc.)**

**G. Facility Maintenance and Cleaning**

1. When Food and/or Beverages are served at a function held in the Multi-Purpose Room of the Ivy Community Center, the Renter **must** 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. **During the walk through, both parties may identify areas that may be considered for extra cleaning.**

## **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. The Ivy Community Center reserves the right to cancel an event due to inclement weather or other acts of nature, or mechanical problems beyond our control. 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 **may** 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 in the form of a check** will be mailed to the Renter within 30 days following the Event. **Distribution of any rental refund to the Renter will be in the form of a check.**

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.