



THE OLD TAVERN AT CAPITAL PARK

500 28th Avenue Tuscaloosa, AL 35401

(205) 758-2238

Date of Event: _____ Event Type: _____

Contact Person: _____ Phone: _____

Address: _____

Number of Guest: _____ (Max. 75) Reserved Time: _____ to _____ (2 hours minimum)

Cask Package \$100 per hour

Package Includes:

- 2 hours minimum required
- Up to 75 people max outside, 30 people max inside
- Light hors d'oeuvres and non-alcoholic drinks only
- Use of bathroom when holding an event at Capitol Park
- Tavern is set up in museum style
- No additional upgrades included

Damage Deposit (see rules 2 & 3): **\$500**



Tuscaloosa County Preservation TCPS (“TCPS”) Venue Use Rules

PLEASE READ CAREFULLY

THESE RULES APPLY TO VENUE USE FOR ALL EVENTS

Please initial each page after reading

1. The only rights and privileges granted to the renter are specifically laid out in these rules. TCPS will have a representative on site during the event for which you have reserved the Venue. The representative has the authority to enforce these rules. In the event of flagrant disregard for these rules, or other conduct deemed prejudicial to or harmful to the Venue or its contents, the TCPS representative may immediately terminate the agreement and require the USER and all guests to promptly vacate any of TCPS Venues. In the event of any disagreement as to the use of the Venue or its furnishings, the decision of TCPS representative is final.
2. A \$500 damage deposit is collected as part of the PERMISSIVE USE AGREEMENT to insure the vendors hired by the USER, guests invited by the USER, and the USER leave the premises in good condition after the event. If any repair or replacement cost for furnishings exceeds the \$500 damage deposit, the USER is expected to pay the additional cost. If the Venue is not left in good condition and requires extra cleaning or repairs, or if items have to be replaced because of damage occurring during the rental period, the USER will be held responsible for such extra cleaning, repair, and/or replacement costs. The USER agrees to pay any extra cleaning, repair, or replacement costs within five (5) days after a written request for payment has been made by TCPS.
3. All TCPS signs and warnings must be obeyed. No one is allowed in the lower basement, cross hall, in the attic, or belvedere.

RETURN OF THE \$500 DAMAGE DEPOSIT TO THE USER IS DEPENDENT ON:

- A. The USER and all third parties (USER’s vendors and guests) leaving the premises in pre-event condition,
- B. There being no damage to the Venue or its contents and nothing has been removed from the premises without permission,
- C. There being no incidents of flagrant disregard of TCPS rules by the USER, USER’s guests, or USER’s hired vendors,
- D. Where the Venue is not left in good condition, needs extra cleaning above what would normally be done following an event, or needs repairs or items replaced because of damage or breakage arising from or occurring during the event, the USER is responsible for such extra cleaning, repair, or replacement costs, and such costs having been paid to TCPS within five (5) days of the event, and
- E. If USER surpasses allotted reservation time then extra hours will be deducted from the damage deposit.

TCPS

Initial _____



TCPS is **NOT** required to show photographic proof of rule breaking, damage, garbage, or other issues of non-return of damage deposit.

4. **If the USER decides to move the event to another date, the USER forfeits the current deposit, but all other payments will go towards a new date once a new deposit is paid.**
5. **No candles, confetti, or balloons allowed in the Venue, or outside on the property.**
6. **No smoking is allowed in the structures, on the porches, or on the grounds of the Venue.**
7. **The use of sparklers, silly string, rice, confetti, balloons, or bird seed is prohibited everywhere within the Venue.** Lavender, real rose petals, bubbles, or butterflies are permitted outside the Venue structures only.
8. Certain rooms within each Venue, such as the upstairs parlor in the Jemison-Van De Graaff Mansion or in the Battle-Friedman House, are available as dressing rooms for the bride and her attendants. Groomsman will need to arrive at the Venues already dressed. **All balconies are off limits, no exceptions.** All children must be with a responsible adult at all times.
9. No alcoholic beverages may be served at the Venue, or on the property.
10. **Furniture and furnishings, including vases and other decorative items, are not to be moved or rearranged except with the permission of and by a TCPS representative.** The furnishings in the Venue are valuable antiques which are easily damaged and costly to repair. The USER agrees to pay the entire cost of repairing or replacing any damage or breakage resulting from moving, misusing or rearranging such items by anyone other than TCPS personnel. The USER also agrees to pay the entire cost of repairing or cleaning any item of furniture which is damaged or soiled during the event.
11. To avoid damage, all tables **MUST** be covered with tablecloths. Table pads must be used where available. (**No exceptions**). No heavy items may be placed on any item of furniture. The staff on duty shall be the judge of what is too heavy.
12. **It is the USER's responsibility to have all third party rented chairs and tables removed after the event from the lawn and porches and placed in the brick side drive or other marked location of the Venue. USER is not responsible for TCPS rented items.**
13. Children must be supervised at all times everywhere on the property. Docents are not to be used as child care. USER is responsible for any damages or rules broken by children or children of guests.
14. Stoves and microwaves are available for warming only.
15. Check in advance with the staff if you plan to bring in additional furnishings, especially if it is anything large or heavy **DO NOT STACK TABLES, CHAIRS OR ANY ITEMS ON POCKET DOOR BRASS RAILS OR AGAINST WALLS, DOOR CASINGS, OR FURNITURE in any Venue.**

TCPS

Initial _____



16. **ICE CONTAINERS OR HOT CONTAINERS MUST NEVER BE PLACED DIRECTLY ON THE TABLES, FURNITURE OR FLOORS. INSULATING PADS AND/OR TRIVETS ARE AVAILABLE TO BE PLACED UNDER HOT AND COLD CONTAINERS.**
17. Bands and activities requiring heavy use of electricity are not permitted. It is at the discretion of Venue Staff to decide if music or speakers are too loud.
18. **NO VEHICULAR TRAFFIC IS ALLOWED IN THE YARDS.**
19. No refund will be given for outside setup not being used due to weather conditions. **NO REFUND WILL BE GIVEN IF THE EVENT HAS TO BE MOVED INSIDE BECAUSE OF BAD WEATHER.** No refund will be made because the USER has simply changed their mind.
20. No event may proceed past midnight (12:00 AM) for the Jemison Mansion, and ten o'clock in the evening (10:00 PM) at the Battle-Friedman House.
21. It is the responsibility of the USER to furnish the caterer, florists, musicians, photographer, or any other persons who may be coming in to assist with the event, with a copy of these rules. **The hours at which the Venue is available to you also applies to those persons.** Copies can be requested via email at info@historictuscaloosa.org.
22. Any deliveries made prior to your reservation time must be approved and scheduled **IN ADVANCE** during regular hours. Please check with the staff at the Venue before making any delivery arrangements.
23. Animals are not permitted in the Venue or on the grounds, other than service animals accompanying persons with disabilities.
24. All trash and garbage must be bagged and put into the dumpster in the parking lot of the Battle Friedman Home, or the back porch of the Jemison Van De Graaff Mansion, or where designated at any other Venue. Failure to do this will result in a \$50.00 charge which will be deducted from your deposit.
25. The USER is solely and fully responsible for the actions of and any damage or breakage caused by the caterer, photographer, florist, musicians, and/or any other person, including guests, who come onto the Venue at the USER's direction or invitation.
26. Nothing may be stapled, tacked, taped, wired, or in any other way attached to the inside or the outside of the Venue or other structures other than with ribbon, string, or pipe cleaners.



- 27. TCPS is not responsible for personal injuries to the USER, the USER’s guests, caterer, or other third parties which may occur in conjunction with the use of the Venue. TCPS is also not responsible for any loss or damage to any personal property which the USER, the USER’s guests, caterer, or other third parties bring into the Venue, or onto the grounds.
- 28. The USER agrees to indemnify and hold harmless the TCPS and its directors, officers, employees, and representatives from any and all claims made by or on behalf of any person, firm, corporation, or governmental entity, arising from, attributable to, or in connection with, the use of any Venue, possession, conduct, or entrance upon the Venue and grounds or any activities or events done in or about the same, including, without limitation, any or all claims for injury or death to persons or damage to property and from any or all costs, counsel fees, expenses, and liabilities incurred in connection with any such claim and any action or proceeding brought thereon.
- 29. If it is necessary for TCPS to employ the services of an attorney to enforce any of the terms and conditions of this agreement or any other agreement USER has with TCPS, whether or not a lawsuit is filed, the USER agrees to pay all costs associated with enforcing said agreement, including reasonable attorney’s fees.
- 30. **WAIVER OF TRIAL BY JURY. TUSCALOOSA COUNTY PRESERVATION SOCIETY AND USER HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING FROM OR RELATED TO THE PERMISSIVE USER AGREEMENT OR THE TCPS VENUE USE RULES.**

--- End of TCPS Rental Use Rules ---

Revised 06/2018

Please Sign Below claiming that:

“I HAVE READ AND AGREE TO THE STATED VENUE USE RULES”

Signature of Person Making Reservation (USER)

Date

Approved by: _____

Date