

# **Historic Tuscaloosa**

Mailing Address: P.O. Box 1665, Tuscaloosa, AL 35403 Office Phone: (205) 758-2238

The Old Tavern: 500 28th Ave, Tuscaloosa, AL 35401
The Battle-Friedman House: 1010 Greensboro Ave, Tuscaloosa, AL 35401
The Jemison-Van de Graaff Mansion: 1305 Greensboro Ave, Tuscaloosa, AL 35401

# **Event Contract & Planning Document**

<b>Patron Information</b>	Event Information		
Event Host:	Event Name:		
Phone:			
Email:			
Address:	Rental Start Time:		
	Event Start Time:		
Second Host:	_ Event End Time:		
Second Host Phone:	Rental End Time:		
Second Host Email:	Expected Number of Guests:		
	Will Have Alcohol:		
Rental Details	Payment Schedule		
Facility Name:	- Amount Due:\$500 (security deposit) Due Date: When Booking		
Package:			
Facility Package Rate:	All charges must be paid in full before the day of the event.		
Extra: Rate:			
Extra: Rate:			
Extra: Rate:			
Damage/Security Deposit: \$50	To pay online, scan QR		

Total: \_\_\_\_

Wedding Details			
Brides Full Maiden Name:			
Brides Contact Number:			
Brides Contact Email:			
Grooms Full Name:			
Grooms Contact Number:			
Grooms Contact Email:			
Event Details			
Organizations Name:			
Organizations Person in Charge:			
Organization Contact Number:			
Organization Contact Email:			
Event Details			
Host's Full Name:			
Host's Contact Number:			
Host's Contact Email:			
Who is this event for?			
Full name(s):			

# **Payment Tracker**

Century Club Members will receive a 5% discount on Rental

Not a member? Join anytime by going to www.historictuscaloosa.org.

Received by	Date	Check #	Receipt #	Amount Paid	Balance	Customer's Initials

By initialing this page, I, the patron, agree that I understand the following details regarding deposits and payments. I also understand there are additional details in the "Terms & Conditions" regarding deposits and payments. HT may also institute additional rules or regulations regarding payment policies and accepted forms of payment at any time.

- 1. HT currently accepts payment via cash, check, money order, debit card charge, and credit card charge.
- 2. A 5% processing fee will be added to all debit or credit card charges.
- 3. All bounced checks will result in an additional \$40 fee.
- 4. I, the patron, understand that I am responsible for witnessing and initialing payment notes made to this page anytime a deposit is made.
- 5. All deposits should result in a receipt given to the patron with receipt # as noted above. Patron initial of payment line confirms receipt of a payment receipt.

# Terms & Conditions DAMAGE DEPOSIT

A \$500 damage deposit is collected as part of this agreement to ensure the vendors hired by the patron, guests invited by the patron, and the patron leave the premises in good condition after the event. If any repair or replacement cost for furnishings exceeds the \$500 damage deposit, the patron 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 patron will be held responsible for such extra cleaning, repair, and/or replacement costs. The patron agrees to pay any extra cleaning, repair, or replacement costs within five (5) days after a written request for payment has been made by HT is NOT required to show photographic proof of rule breaking, damage, garbage, or other issues of non-return of damage deposit. This deposit will be refunded to the patron following the event, minus any fees for breaches of this contract.

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

- A. The patron and all third parties (patron's vendors and guests) leaving the premises in pre-event condition,
- B. There being no damage to the HT Venue or its contents and nothing has been removed from the premises without permission,
- C. There being no incidents of flagrant disregard of HT rules by the patron, patron's quests, or patron's hired vendors,
- D. Where the HT 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 patron is responsible for such extra cleaning, repair, or replacement costs, and such costs having been paid to HT within five (5) days of the event, and
- E. If patron surpasses allotted reservation time, then extra hours will be deducted from the damage deposit.
- F. All HT signs and warnings must be obeyed. No one is allowed in the lower basement, cross hall, in the attic, or belvedere.

#### HT BUILDINGS AND ROOMS

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. These rooms in some instances may not be allowed for use during the event itself. All balconies are off limits, no exceptions. DO NOT stack tables, chairs, or any items on pocket door brass rails or against walls, door casings, or furniture in any HT venue.

#### HT FURNITURE AND FURNISHINGS

Furniture and furnishings, including vases and other decorative items, are not to be moved or rearranged except with the permission of a HT representative. The furnishings of HT are valuable antiques which are easily damaged and costly to repair. The patron 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 HT personnel. The patron also agrees to pay the entire cost of repairing or cleaning any item of furniture which is damaged or soiled during the event. 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 HT staff on duty shall be the judge of what is too heavy. HT will set up and take down all tables and chairs owned by HT, the Patron is not responsible for these items. No refunds will be given for furniture set up by HT that is not used. DO NOT stack tables, chairs, or any items on furniture in any HT venue. Ice 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. In the event of any disagreement as to the use of the Venue or its furnishings, the decision of HT representative is final.

#### **DECORATIONS**

No candles, confetti, glitter, sparklers, or silly string are allowed anywhere on HT property, including indoors, outdoors, or in parking lots. Lavender, real rose petals, bubbles, rice, bird seed, and butterflies are allowed outside of the HT venues only. Nothing may be stapled, tacked, taped, pinned, wired, or in any other way attached to the inside or the outside of the HT Venue or HT furnishings other than with ribbon, string, floral wire, or pipe cleaners. All signage to be posted in public areas must have the approval of HT management. All decoration items must be removed from the premises by the conclusion your rented time period unless otherwise specified by HT management.

#### **CATERING**

HT does not offer food or beverage catering services. The patron agrees to hold harmless HT and its employees for any food related illnesses or accidents incurred during this event. Catering can be provided by the patron or by a catering vendor of the patron's choice. Buffet table requirements must be received two (2) weeks prior to the function date. Stoves and microwaves on HT properties are for warming only, no raw food may be cooked onsite. Whomever provides food and/or beverage for the event must adhere to the rules and regulations set forth in the catering addendum.

# Event Contract Terms and Conditions

### BEER, WINE, AND ALCOHOL SERVICE

HT does not offer bar services for alcoholic beverages. The patron agrees to hold harmless HT and its employees for any alcohol related illnesses or accidents incurred during or as a result of this event. If any alcohol is served at the event, the patron agrees to adhere to all applicable local ordinances and state laws. No alcoholic beverages may be served to minors. HT requires that all events serving alcohol utilize J&S Bartending services, no exceptions.

J&S Bartending, LLC P.O. Box 2193 Tuscaloosa, AL 35403 (205) 310-3104, jsbar1@comcast.net

#### ADDITIONAL VENDORS AND RENTALS

Linens, tables, and chairs are offered through your rental with HT. Additional rented items must come through third-party vendors. HT must be notified before the event of all additional rental items entering the property, and of those items' delivery and pick up times. It is the patron'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 HT. Patron is not responsible for tables and chairs rented from HT must approve all rentals involving fixtures attached to the building. HT reserves the right to bar certain types of entertainment that do not fit our reputation or image. It is the responsibility of the patron to provide all third-party vendors they have hired with a copy of these rules. The hours listed on page one for rental start time and rental end time also apply to all third-party vendors. Any deliveries of rental items made prior to the rental start time must be approved by HT in advance. The Patron is solely and fully responsible for the actions of and any damage or breakage to HT property caused by third party vendors. HT is not responsible for any equipment or materials that are damaged, lost, or left unattended prior to, during, or following any function.

#### **SECURITY**

The HT reserves the right to require security personnel at the cost of the patron for events it deems appropriate and necessary. The patron may also choose to hire security personnel for any event as desired so long as HT has not hired any security personnel. Historic Tuscaloosa reserves the right to require an off duty police officer to be present as security at events.

#### **ROOM CHANGES AND LABOR FEES**

Although rare, HT reserves the right to assign function rooms according to the anticipated number of guests and the type of event, and also can reassign rooms according to fluctuations in the guest counts or event requirements. HT reserves the right to charge service fees where applicable for extraordinary or unusual requirements. HT reserves the right to apply a fee for special labor or equipment needed for event.

#### **BILLING ARRANGEMENTS AND DEPOSITS**

Billing arrangements for all events must be made in accordance with the HT policies. A deposit of five-hundred dollars (\$500) is required to secure the date and reserve space. All deposits, except for the damage deposit, are non-refundable. Balance in full is due before the day of the event. Prices are subject to change prior to contract acceptance.

#### **PAYMENTS**

For approved billings, payments are payable in full according to the HT deposit policy, within thirty (30) days, before the beginning of a function or by other arrangements made as specified on the contract. Balances not paid within five (5) days of the event date will be subject to late fees. For an unpaid balance referred to collection, the Patron agrees to pay all attorneys' fees, court costs, collection, and litigation expenses.

# **CANCELLATION**

Upon contract acceptance and receipt of deposit, the committed function space is off the market. Cancellation of the contract for the specified event date will result in the forfeiture of the initial \$500 booking deposit. In addition, cancellation of the contract less than fifteen (15) days prior to the event date will result in a charge of fifty percent (50%) of all expected revenues as liquidated damages. A charge of one hundred percent (100%) of all expected revenues will be assessed as liquidated damage if the function is cancelled within seven (7) days of the function date. Alternatively, postponement of the event to a later date will result in the patron forfeiting the initial \$500 booking deposit, but all other payments can be moved to the new event date once a new \$500 booking deposit has been paid.

# Event Contract Terms and Conditions

#### **INCLEMENT WEATHER**

The HT does not guarantee alternative function space for use in the event of inclement weather. 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 due to bad weather. The Patron shall still be responsible for all amounts due.

#### **EXCUSED NONPERFORMANCE**

If for any reasons beyond its control including, but not limited to, strikes, labor disputes, accidents, government requisitions, restrictions or regulations on travel, commodities of supplies, acts of war or acts of God, the HT is unable to perform its obligations under this Agreement, such nonperformance is excused and the HT may terminate this Agreement without further liability of any nature, upon return of the Patron's deposit. In no event shall the HT be liable for consequential damages of any nature for any reason whatsoever.

#### **CONDUCT OF EVENT**

The Patron agrees to begin his or her function promptly on the scheduled time and agrees to have its guests, invitees, or other persons vacate the designated function space at the closing hour indicated on page one of this contract. The HT reserves the right to charge a fee of two hundred dollars (\$200.00) per hour for use of the facility after the designated end time for any event. If an event is scheduled for additional hours but additional time is not needed, the fee is non-refundable. No functions at the Jemison Mansion may proceed past twelve midnight (12:00am) or past ten o'clock in the evening (10:00pm) for the Battle-Friedman House. The Patron undertakes to conduct the Event in an orderly manner, in full compliance with applicable laws, regulations, and the HT rules. The Patron assumes full responsibility for the conduct of all persons in attendance and for any damage done to any part of the HT premises during any time such premises are under the control of the Patron, or Patron's guests, invitees, employees, or independent contractors employed by the Patron. The HT reserves the right to exclude or eject any and all objectionable persons from the function, or the HT premises, without liability. The only rights and privileges granted to the patron are specifically laid out in these rules. HT will have a representative on site during the time for which you have reserved the HT 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 HT Venue or its contents, the HT representative may immediately terminate the agreement and require the patron and all guests to promptly vacate any of HT Venues.

#### PHOTOGRAPHY RELEASE

The HT uses photos from past events to assist in planning new events and for use on its print and media publishing. The patron consents to use of photos from his or her event being used in these manners by HT:

Initial Here (Optional)

#### **MISCELLANEOUS**

Additional Rules of Conduct Include:

- A. No smoking is allowed in the structures, on the porches, or on the grounds of the HT venue.
- B. 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. Music must be kept at a level deemed appropriate by the HT Management and the city of Tuscaloosa. Consideration will be given to all Residents/Guests in the area surrounding the HT venue.
- C. All children must be with a responsible adult at all times. Children must be supervised at all times everywhere on the property. HT employees are not to be used as child care. Patron is responsible for any damages or rules broken by children or children of quests.
- D. No vehicular traffic is allowed in the yards or gardens.
- E. Animals are not permitted in the Venue or on the grounds, other than service animals accompanying persons with disabilities.
- F. 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.

# **GENERAL**

The Patron hereby indemnifies and holds harmless the HT against any and all claims, liabilities, or costs, including reasonable attorney's fees and whether by reason or personal injury or death or property damage or otherwise, arising out of or connected with the Event or this Agreement, to the extent caused or contributed to by the negligence of the Patron, or any guest, invitee, or agent of the Patron or any independent contractor hired by the Patron. Nothing in this paragraph will be interpreted to indemnify or hold the HT harmless from any of TCPS's negligence.

In the event that this Agreement is signed in the name of a corporation, partnership, association, club or society, the person signing represents to the HT that he/she has full authority to sign such contract, and in the event he/she is not so

Historic Tuscaloosa P.O. Box 1665

**Event Contract** Terms and Conditions

Tuscaloosa, AL 35403

authorized, he/she will be personally liable for the faithful performance of this contract. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions. This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama. The combination of this signed Agreement and the required deposit noted in this Agreement will guarantee that the space is being held for you on a definite basis. Both the Patron and a HT representative must initial any revisions in this agreement before the revisions will be considered binding.

If it is necessary for HT to employ the services of an attorney to enforce any of the terms and conditions of this agreement, whether or not a lawsuit is filed, the patron agrees to pay all costs associated with enforcing said agreement, including reasonable attornev's fees.

#### **WAIVER OF TRIAL BY JURY**

Tuscaloosa County Preservation Society and Patron hereby irrevocably waive all rights to a trial by jury in any action. proceeding, or counterclaim arising from or related to this Agreement (Event Contract) or the HT venue use rules.

#### **DEFINITIONS**

As used herein, the following terms shall have the following meanings:

"HT - Tuscaloosa County Preservation Society (Historic Tuscaloosa) including all related property;

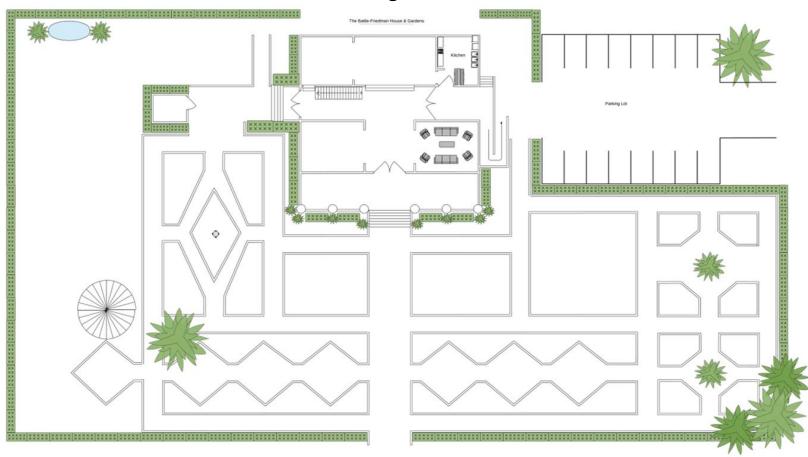
"Event" - the banquet, reception, outing, tournament, or other private function forming the subject of this Agreement;

"Patron" - the person, corporation, entity, organization, or association contracting with the HT for the Event

Signature below confirms that the Patron has read and agrees to all of the above stated terms & conditions.

Patron's Signature	Date	Historic Tuscaloosa	Date	

# **Planning Document**



Event Timeline:			

<b>Event Notes</b>	) <b>:</b>	

# **Outside Vendors:**

- o Bar: J&S Bartending
- o Caterer: \_\_\_\_\_
- o Photographer: \_\_\_\_\_
- o Rentals: \_\_\_\_\_
- o Other: \_\_\_\_\_
- o Other: \_\_\_\_\_

# **HT Linen Choice:**

- o Ivory
- o White
- o Black
- o Does Not Need