

## Alcoholic Beverage Permit Rules and Regulations Agreement

The following rules and regulations pertain to the consumption of alcohol on any premises of Tuscaloosa County Park & Recreation Authority (PARA).

1. No alcoholic beverages may be consumed at any Tuscaloosa County Park & Recreation Authority premises without express permission of PARA by the completion and approval of all applicable forms (i.e.: facility reservation application, special permit, and alcoholic beverage permit).
2. Alcoholic beverages will not be distributed on the premises of Tuscaloosa County Park & Recreation Authority except as provided herein.
3. Responsible Rental Party agrees to be personally responsible for any/all violations of said City/State laws and regulations.
4. Alcoholic beverages may be consumed only in the location designated in the rental agreement.
5. The Responsible Rental Party of the approved facility/site may allow event guests/participants to bring alcohol (including liquor, wine and beer) for consumption by guests/participants.
6. The sale of any alcoholic beverages is strictly prohibited.
7. No alcohol may be distributed or dispensed to or consumed by persons under the age of 21. The Responsible Rental Party must be in attendance at all times during the rental event.
8. PARA reserves the right to determine the alcohol beverage permit fee based on the type, size and duration of the event. Base alcohol beverage permit fee is \$125.
9. PARA will require that uniformed security be provided for the event, the cost of which will be borne by the Responsible Rental Party.

### Specific Provisions and Agreement

For the consumption of alcoholic beverages on PARA premises, for the safety and comfort of all users and to protect PARA property, Responsible Rental Party agrees to the following:

This rental agreement is made on \_\_\_\_\_, 20\_\_\_\_, by and between Tuscaloosa County Park & Recreation Authority, hereinafter referred to as PARA and \_\_\_\_\_ hereinafter to as Responsible Rental Party. This permit is valid only for the event scheduled for \_\_\_\_\_(date) between \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m. at the \_\_\_\_\_(location).

- A. PARA assumes no liability or responsibility for any loss, destruction, or damage to any property (including decorations, equipment, supplies, etc.) or injury or death of any person on the premises.
- B. No fee or charge may be made for admission to the event or premises.
- C. Responsible Rental Party must ensure that event does not disturb or interfere with the use of the facility outside of the specific premises being used.
- D. Responsible Rental Party will follow all municipal and state laws and PARA regulations and will not permit or allow any illegal or offensive activity at the event.
- E. Responsible Rental Party agrees to defend, indemnify and hold PARA and the City of Tuscaloosa (and its agents, servants and employees) harmless from all damage to property or injury or death to any person resulting from or in connection with the event, except for any intentional act by a PARA agent, servant or employee.
- F. Although PARA assumes no control over the event; it may insist upon its rights under this agreement to stop or suspend the function if it determines (at its discretion) that danger to any person or property could result if continued, or if the event disturbs or interferes with the operation of the facility or nearby facility(s).
- G. Responsible Rental Party will not represent or imply that the event is sponsored, promoted or arranged by PARA. If requested by PARA, Responsible Rental Party will permit the posting of a notice on the premises that PARA is not a sponsor, arranger or promoter and that the Responsible Rental Party is solely responsible for the safety and conduct of the event.
- H. Responsible Rental Party must ensure that no person under the age of 21 years consumes any alcoholic beverages at the event or while on PARA premises.

- I. Responsible Rental Party will not encourage or permit anyone to consume an excessive number of alcoholic beverages while on PARA property, nor will allow anyone who has done so to enter or remain on PARA property. Responsible Rental Party must take reasonable steps to ensure that no person operates a motor vehicle on PARA property or leaves PARA property while under the influence of alcohol.
- J. Security provisions by law enforcement officers may be required as deemed necessary by PARA. Responsible rental party assumes all costs, fees, etc. associated with provision of security.
- K. No person may have in his or her possession an open container of an alcoholic beverage outside of the designated premises under any circumstances. This includes, but is not limited to, the breezeways, hallways, porches, patios, parking lot, gymnasium, recreation rooms, exercise rooms, reception desk area, and adjacent park areas.
- L. No agent, servant, employee or volunteer of PARA is permitted to dispense, serve, handle or distribute alcoholic beverage of any type.
- M. Responsible Rental Party must provide non-alcoholic beverages, as an alternative for all guests/participants. No fee or charge may be made for any alcoholic beverage. Responsible Rental Party must provide food for said event.
- N. Rentals requesting alcohol usage on Sundays are strictly prohibited.
- O. The event cannot be advertised to the general public by any means such as flyers, brochures, publications, social or electronic media.

This is the final agreement of the parties. There are no other terms, conditions, representations or warranties.

If you have any questions about the legality or proper means of serving alcoholic beverages at your event, you are encouraged to contact the Alabama Alcoholic Beverage Control Board and/or the law enforcement agency responsible for the Facility where the event will be held. PARA makes no representations or warranties on the subject.

\_\_\_\_\_

Responsible Rental Party

Date: \_\_\_\_\_

\_\_\_\_\_

Approved by PARA:

Date: \_\_\_\_\_

04/13/03