

THE  
FORSYTH – WARREN  
**TAVERN**  
A LIVING HISTORY FARM & MUSEUM

- EST 1805 -

*Facilities Rental Policy*

**INTRODUCTION AND PURPOSE**

In keeping with our continuing goals to create new forms of community engagement and social networking and earn income to sustain our mission to promote deeper understanding of people and place, the Forsyth – Warren Tavern provides some of its facilities for the public to rent for special occasions and educational expositions. Special occasions may include but are not limited to social gatherings, weddings, corporate events, performances and presentations.

The Tavern does not discriminate against any person because of their, race, color, religion, national origin, age, gender, marital status, veteran’s status, sexual orientation or disability.

Our rental policies are designed to protect people and property including buildings, grounds, museum collections, and other cultural, historical and natural heritage resources entrusted to our care, and to promote environmentally sustainable practices. To ensure we continue to be good stewards of our resources and that our rental guests now and in the future can enjoy the unique and authentic experiences we offer, facility use for special occasions must comply with specific procedures proscribed in this document.

The following is the Tavern’s Facility Rental Policy, intended to communicate clearly and concisely both the Tavern’s and renter’s expectations.

## **RENTER'S ELIGIBILITY, RIGHTS AND RESPONSIBILITIES**

### ❖ RENTER'S ELIGIBILITY

The Tavern does not require groups or individuals who rent a facility to become members of the organization. Individuals over the age of 21 or groups may rent approved facilities for activities and events that are compatible with the museum's mission and do not harm the Tavern's image or damage the grounds, structures or artifacts. All renters must adhere to all of the policies and guidelines set forth in the Rental Agreement.

Tavern management can decline facility rental at their sole discretion. All determinations are made on a case-by-case basis and are guided by the best practices guidelines published by the American Association of Museums, which grants accreditation to the Tavern.

### ❖ RENTER'S RIGHTS AND RESPONSIBILITIES

#### ➤ FACILITY USE AND OCCUPANCY

Renter will restrict occupancy to areas specified in Rental Contract and adhere to the specified time periods

#### ➤ GRANT OF USE

The Tavern provides the rental facility/space for the event. The renter will make all arrangements and agreements with their own independent contractors such as caterers, planners, photographers and entertainers, unless other arrangements are specified in the contract. The renter is granted use of the facilities as outlined in the Rental Agreement and must abide by the policies set forth. The Tavern has the right to waive any of the policies when it is deemed, in the sole discretion of the Tavern's staff, suitable to do so. The Tavern has the right to remove any individual, group or equipment that may cause harm to the guests or public during the event. The Tavern may remove or protect all Museum collections and property from any loss or damage prior to or during the event. The renter assumes full responsibility for all guests and any loss, damage or bodily injury that may result from the use of the facilities.

➤ LAWS AND ORDINANCES

It is the renter's responsibility to comply with all Niagara County ordinances and State and Federal Laws including the laws and regulations of the Internal Revenue Service, the laws of the State of New York concerning the serving of alcoholic beverages and carrying of weapons, and any city and county ordinances applicable to the rental location. The renter is responsible to make sure all individuals, guests, vendors and independent contractors comply with these laws

➤ CONDUCT

In addition to complying with the other policies contained in the Rental Agreement, the renter, guests and independent contractors must comply with all instructions and requests made by Tavern event managers and its security and safety staff concerning conduct during the event. The Tavern has the right to require the immediate removal from the Tavern grounds of any person who is causing a disturbance or engaging in any conduct that, in the sole discretion of Tavern staff, is threatening or dangerous to people or property within the Tavern. The Tavern is not responsible for any damages or delays caused by the removal of such a person.

➤ CATERERS AND VENUE SUPPLIERS

The renter may contract with caterers and rental equipment providers from the Tavern's Approved Vendor list. You may choose your own caterer for your special event. We welcome all caterers as long as they meet the required specifications below. The renter must notify the Tavern's Facilities Rental Manager of all vendors for the event 30 days prior to the event. The renter is responsible for complying with the policies regarding set-up times and deliveries. Please refer to restrictions and rental fees in your contract.

**Caterer Specifications**

- ✓ Current permit from the appropriate local health authority.
  
- ✓ Proof of Insurance covering the following:

General Liability - \$1 million per occurrence/  
\$2 million,

Aggregate Liquor Liability – (if applicable),

Workers Compensation – (if you regularly  
employ four or more employees) for each  
accident: \$100,000/disease; each employee  
\$100,000 / disease-policy limit \$500,000.

❖ RENTAL PAYMENT

➤ RENTAL FEES

Renter is bound by contract to pay all sums including deposits, final payments, administrative charges and cancellation fees in accordance with Rental Contract. Rental rates vary for each facility and rental function. Rates are subject to change. Please see current Rental Rate Sheet.

PAYMENT METHODS

All payments may be made in cash, cashier's check, money order, personal check or by credit card. We accept VISA, MasterCard and Discover. Failure to pay fees at the times specified in these policies will result in cancellation of the event and the advance deposit will be forfeited. A credit card authorization form for the security deposit must be signed. This credit card will also be used to obtain payments for any add-on services and labor during the week prior to the event and anything that may occur the day or night of the event, such as any cleaning or labor charges incurred. A \$50 administrative fee will be charged to the credit card for any checks returned due to insufficient funds.

ADVANCE FEES

Rental payment and security are due with contract submission. Dates may not be held without payment or authorization for payment.

### SECURITY DEPOSIT

The amount charged for the security deposit is set forth in the Tavern's pricing materials. The price varies with each site and rental package. This deposit is required at the signing of the Rental Agreement for the protection of the museum facilities, grounds and artifacts. Provided that no damages have occurred to the grounds, buildings or artifacts, all fees have been paid to the Tavern for additional services or other charges, and all items belonging to the renter and vendors or independent contractors have been removed from museum property, the security deposit will be returned to the renter. If any of these requirements have not been satisfied the security deposit will be forfeited.

### TAVERN SERVICES

Tavern staff does not serve as your event planner, unless stated so in contract as an add-on service. If the Tavern is asked or required to coordinate these services, an additional labor fee of \$50 per hour will be charged

### TENTING

Tenting is at the additional expense of the renter. The Tavern does not supply tents and tents may only be placed in specified locations.

### TIME ALLOTMENT

If the event exceeds the time outlined in the Rental Agreement, an additional hourly rate set forth in the Rental Agreement will be charged and billed to the credit card on file for the event.

### FINAL PAYMENT

The balance of all rental fees is due 30 days prior to the event. Fees for additional add-on services will not be charged until one week before the event.

❖ RENTAL CANCELLATION

➤ CANCELLATION POLICY

The Tavern has the right to cancel any event due to circumstances beyond our control, including but not limited to acts of God, war, civil disobedience, fire or other casualty, severe weather conditions, including severe rain storms or freezing weather conditions, actions by governmental authorities or any other circumstances that render Tavern sites and facilities unsafe or unsuitable for the event.

In addition, if the Tavern determines that it is in the best interests of the venue to cancel an event because the renter or its vendors or independent contractors will not comply with Tavern policies or are not willing to work with the Tavern staff on these matters, the Tavern has the right to cancel the event at any time. In these circumstances, the standard policy on Cancellation Fees will apply and the Tavern will not be responsible for any damages or other losses that may result from the cancellation.

➤ CANCELLATION FEES

Written notice of cancellation is required. The Advance Deposit due with the Rental Agreement is non-refundable, unless the event is rescheduled. If the event is cancelled within 90 days prior to the event and not rescheduled, the Tavern retains the Advance Deposit. If the event is cancelled less than 30 days before the event, the Tavern retains the entire rental fee, including the security deposit.

❖ CONFLICT, LIABILITY & INSURANCE

➤ CONFLICT

If there is any conflict between the provisions of the Rental Agreement and an oral discussion with Tavern staff, the written provision of the Rental Agreement will control. Any exceptions negotiated and contained in the Rental Agreement will prevail over the general policies.

➤ LIABILITY

The renter is solely responsible for any damages that the renter, guests, independent contractors or other parties associated with the event cause to the grounds, facilities or artifacts of the Tavern. Repair costs or other damages will be deducted from the security deposit. If damages exceed the amount of the security deposit, the renter will be responsible for the excess amount and an additional charge will be added to the credit card on file.

The Tavern is not responsible for property left on museum grounds by the renter or any of the independent contractors. The Tavern is not responsible for any damage caused by fire, windstorm, hail or other severe weather or elements of nature. The Tavern is not responsible for any damages caused by the malfunction of plumbing, heating or air conditioning equipment in or on rental facilities. The Tavern is not responsible for the performance or acts of any of the independent contractors. The Tavern is not responsible for any damages related to the serving or consumption of alcoholic beverages at the event. The Tavern is not responsible for obtaining any licenses or paying any fees for live or recorded music performed at the event, and the Tavern is not responsible for any damages or fines resulting from the failure to obtain these licenses or pay these fees.

❖ ACCESS TIMES, DELIVERY & SET-UP

➤ COMPLIANCE

The renter is responsible for complying with the Tavern's hours of operations and policies regarding set-up and breakdown times, deliveries, and related schedules. The renter or renter's event planner must check-in with the designated Tavern event manager or event staff prior to the commencement of deliveries for the event.

➤ HOURS OF OPERATION

The hours of operation of museum venues vary. The rental venue's hours are listed on the individual Rental Agreement. Some Tavern sites are open to the public seven days a week. Based on museum operations, programs, exhibits and events, access to the museum for set-up, breakdown and delivery will be arranged at the sole discretion of the Facilities Rental Manager. Tavern venues are a museum above all and we uphold the rights and privileges of our patrons and tour groups who have purchased tickets to a site. We allow deliveries to begin two hours prior to an event, unless stipulated otherwise in contract. Access times will be specified in the Rental Agreement. It is the responsibility of the renter to make sure all vendors and independent contractors follow these policies.

➤ ONE WEEK PRIOR TO EVENT

The renter must provide the Tavern with a complete vendor list (including phone number) and delivery schedule. Tavern event management and security staff will direct delivery vehicles based on supplied information.

➤ DELIVERY AND SERVICE RESTRICTIONS

Delivery vehicles cannot exceed 5 tons and are restricted to the delivery areas designated for each rental venue or as deemed appropriate by the event management staff.

➤ DROP-OFFS

Once a delivery or service has been completed, caterers and other service providers must move their vehicles to the appropriate parking areas as directed by event management and security staff unless other arrangements have been made. To preserve the safety of museum facilities, grounds and patrons, we reserve the right to limit the amount and flow of delivery and service vehicles on the museum grounds at any time. While the Tavern's event management staff will be present during delivery times, the renter assumes all responsibility for rental items, services and



equipment. The Tavern is not responsible for the loss or damage of any rental items or equipment. The Tavern has the right to refuse to allow the use of a specific vendor, service or rental company for any reason, including past performance, concerns about future performances, etc.

➤ BREAKDOWN AND CLEAN-UP

The time scheduled for the event in the Rental Agreement includes the cleanup and tear-down time. It is the responsibility of the renter to make arrangements with the caterer, contracted event planner and other service providers to meet this deadline. If the event exceeds the time outlined in the Rental Agreement, the additional hourly rate set forth in the Rental Agreement will be charged and billed to the credit card on file for the event.

## FACILITY RENTAL EVENT COMPONENTS

### ❖ FOOD AND BEVERAGE POLICIES

#### ➤ CATERERS

Caterers on the Approved Caterers List are selected for the quality of their services, their ability to meet legal, alcoholic beverage control and insurance requirements, their commitment to museum catering guidelines, and the ability to serve customers with the standards with which we expect our clients to be served. You are free to choose your own caterer for your event. All caterers are welcome as long as they are permitted by appropriate County Health Departments.

#### Right of Refusal:

The Tavern has the right to refuse to allow a specific caterer for any reason, including past performance or concerns about future performances. The Facilities Rental Manager must be notified at least 45 days in advance if a substitute caterer is chosen.

Self-Catering: Due to health code provisions, the Tavern does not allow events to be self-catered or partially self-catered. Exceptions are only made for events sponsored by the Tavern such as Board Meetings, affiliate group meetings, photo shoots, etc and gatherings of 40 people or less.

Food Preparation: All food delivered to the Tavern must be prepared in the caterer's own licensed kitchen. Any other food preparation must be approved in Rental Agreement.

❖ RECYCLING

The Tavern is committed to promoting environmental sustainability and follows “green” practices that also apply to special occasion rental vendors such as caterers, decorators and other suppliers. These green policies are specified for each facility.

❖ LINESNS, GLASSWARE, CHINA AND OTHER SERVICES

The Tavern only provides the rental facility and any services outlined in the Rental Agreement or in published packages. The renter or the caterers are responsible for providing all items related to the staging and serving of food and beverages.

❖ ALCOHOL

The Tavern allows alcoholic beverages at rental events in accordance with specified guidelines

➤ SPECIFIC GUIDELINES:

The renter is responsible for complying with all applicable state and federal laws pertaining to the serving of alcoholic beverages and for ensuring that the caterer and other independent contractors comply with these laws as well. The Tavern is not responsible for any damages and/or losses resulting from the failure to obtain the appropriate permits. The renter or their caterer must provide any applicable permits related to the event to the Tavern 30 days before your event. Alcoholic beverages may not be delivered or stored at the Tavern before or after your event. The Tavern is not licensed to sell or serve alcoholic beverages and cannot accept any responsibility for the storage of these beverages.

➤ BEER, WINE AND CHAMPAGNE:

Beer, wine and champagne may be served at events at the Tavern. If the renter decides to purchase the beverages and have the caterer serve them, the caterer must bring them to the rental site on the day of the event and assume full

responsibilities. Cash bars are prohibited under all circumstances.

➤ MIXED BEVERAGES:

Mixed drinks may be served at events at the Tavern. The renter may have to sign additional liability waivers.

➤ FOOD & BEVERAGE RIGHTS & RESPONSIBILITIES:

The caterer or bartender is obligated to refuse service to anyone less than 21 years of age or deemed intoxicated. Alcoholic beverage service must end at least 30 minutes prior to the end of an event and may only be consumed in the areas designated for your event in the Rental Agreement. Alcoholic beverages may not be consumed in restrooms, cars, parking lots or areas surrounding the venue. If a guest is not cooperative in their consumption of alcoholic beverages, is behaving in a manner that is disruptive or is a danger to the museum facility, grounds or other people, Tavern event management staff and security will remove the guest from the premises and call the police. No one will be allowed to leave the event facility with an open container of alcohol. Any damage caused by intoxicated guests will be deducted from the renter's security deposit.

➤ STORAGE:

All deliveries must be made the day of the event, unless other arrangements are negotiated two weeks in advance. Items may be delivered the day before an event and stored overnight only with special permission from the Facilities Rental Manager. The Tavern is not responsible for any items stored on museum grounds

❖ CLEAN-UP AND FACILITIES CHECKLIST

All caterers must follow the cleaning checklist and instructions provided by the Tavern's Facilities Rental Manager and as set forth in their agreement with the Tavern. All rental facilities must be left as they were presented for the event. Trash must be deposited in the designated areas. The Facilities Rental Manager will have a facilities checklist that must be completed and signed by the caterer or the renter prior to leaving the facility. The Facilities Rental Manager

will determine the amount of the security deposit, if any, to be retained based on this checklist after a walkthrough of the facilities. If additional clean up is required, the Tavern will bill renter \$100 per hour.

❖ DECORATIONS AND SPECIAL EFFECTS

➤ ADVANCE APPROVAL:

All decorations must be approved in advance with Facility Rental Manger.

➤ SIGNAGE & DISPLAY MATERIALS:

Display materials must be presented on freestanding easels. Signage must be removed both inside and outside the venue at the end of the event.

➤ AFFIXING (NAILING, TACKING, GLUING, TAPING):

Florals and other decorations must be freestanding. There is to be nothing nailed, tacked, glued, taped or otherwise affixed onto the walls, floors, ceilings, windows or doors of any rental facility under any circumstances.

➤ SET DESIGN & STAGING:

These items are permitted but must be approved by the Facility Rental Manger and addressed in the Rental Agreement. All equipment must be removed immediately following the event or by time indicated in Rental Agreement.

➤ BALLOONS:

In keeping with our environmental practices, balloons are not allowed to be used on the premises as they are not biodegradable and environmentally friendly.

➤ HELICOPTERS, HOT AIR BALLOONS & AIRCRAFT:

Helicopters and all other aircraft are strictly prohibited on or around the grounds of the Tavern unless negotiated in contract. Tethered Hot Air Balloons may be permitted with certificate of insurance and proof of liability coverage.

➤ PROMOTIONAL VEHICLES:

The presence of vehicles for conventions, car promotions or photo shoots must be negotiated in advance by the Facilities Rental Manager and addressed in the Rental Agreement. The Tavern reserves the right to decline any or all such requests.

➤ CANDLES:

Open flames of any type are prohibited. Only “drip-less” candles or candles covered or enclosed in glass (i.e. votives, hurricane glasses and candle stanchions) are allowed. Glass enclosure must exceed candle height by three (3) inches.

➤ FIREWORKS AND PYROTECHNICS:

Aerial fireworks of any kind are prohibited on or around museum grounds unless negotiated in contract. No sparklers or burning decorations are allowed inside any of the rental facilities. Sparklers may only be used with prior written approval.

## WEDDING POLICIES

### ❖ WEDDING DECORATIONS

Only biodegradable items such as birdseed, flower petals and bubbles are allowed outside of the rental facilities. None of these items may be tossed inside any rental venue. Rice, confetti, streamers, potpourri and other non-biodegradable items are prohibited.

### ❖ REHEARSALS

There is no charge for rehearsals for weddings booked in the venue. Rehearsals last one hour and must begin after the museum closes to the public at 5:00 p.m. and conclude by 8:00 p.m. unless other arrangements are negotiated. Tavern Event Staff will be present during rehearsal. Dependent upon site venue, there may be other public or rental events taking place at the Tavern during your rehearsal.

### ❖ BRIDAL PHOTOGRAPHY

The Tavern allows the grounds to be used for bridal and engagement photography. There is no charge for this provision when rental space has been purchased; a donation is requested for all other photographic sessions. This fee is due at the signing of the Photographic Agreement. The Tavern reserves the right to photograph events for publicity or promotion. All photography must be scheduled through Facilities Rental Manager.

### ❖ LIMOUSINES, OTHER VEHICLES & PARKING

Limousines and other vehicles are allowed on Tavern property. Renters should discuss all plans with the Facilities Rental Manager prior to the event. The Tavern does not charge for parking space for rental events. Renter may want to secure people to direct the parking of guests. Renter may also provide own valet service with proof of certificate of insurance.

❖ SURREYS (HORSE & CARRIAGE)

“Surreys” or carriages pulled by horses are allowed on the museums grounds. While the event is taking place, the surrey must be kept in a location designated by the Tavern staff. The surrey operator must comply with the Facility Rental Manager’s instructions or the surrey will not be permitted on the grounds. It is the renter’s responsibility to ensure that the surrey operator complies with the Facilities Rental Manager’s instructions and all applicable Tavern policies. The Tavern will not be responsible for any damages or delays due to the surrey operator’s failure to comply with these instructions or policies. It is the renter’s responsibility to make sure that the surrey company and operator have all appropriate insurance and licenses, and to provide the Tavern with any proof of insurance or license requested by Tavern staff before or during the event. The renter may be required to sign a release or waiver of liability before the surrey can enter the museum grounds. The surrey operator is responsible for diapering horses and cleaning up after them. If Tavern staff is required to clean up after a surrey, an additional labor and cleaning charge of \$100 per hour will be applied. The renter should emphasize these issues with their surrey operator.

❖ DANCING

Dancing is permitted only if renter has secured a dance floor from an approved vendor. Dancing is restricted to the installed dance floor area.

❖ FLORAL ARRANGEMENTS

The Tavern only allows shepherds hooks and floral baskets lining a walkway leading up to ceremony areas. Floral arrangements must be on pillars, stands, or in planters. Only candelabras that utilize covered or drip-less candles with glass enclosures are permitted. Glass enclosure must exceed candle height by three (3) inches.

❖ PERMITTED EQUIPMENT & RENTALS

Only chairs, tables, tents and installed dance floors are permitted on lawn properties. Tavern venues do not supply staging, sound or lighting for tented events. Bands that require staging must submit a Technical Rider to Facilities Rental Manager 30 days before the event. All details must be approved by Facilities Rental Manager.



## AV, LIGHTING, MUSIC & ENTERTAINMENT

### ❖ LIGHTING:

All UV lights used at CHM facilities must have UV filters. All forms of incandescent lighting produce heat, which can damage painted surfaces and adhesives and can accelerate photochemical degradation of many artifacts and decorative treatments. Any additional interior or exterior lighting used at a Tavern facility (including but not limited to halogen, incandescent and flood lights) must be approved by Tavern Rental Facilities Manager.

### ❖ MUSIC & ENTERTAINMENT:

When choosing entertainment, it is the renter's responsibility to understand and comply with all policies and to be aware of the physical limitations of the particular rental venue. No vulgar or distasteful musical acts are permitted at the Tavern. Plans to hire musical acts or entertainers other than a band or DJ (such as circus performers, jugglers, children's entertainers, face painters, etc.) must be approved and addressed in the Rental Agreement. The Tavern has the right to refuse to allow such acts to perform at a Tavern venue.

### ❖ NOISE:

The Tavern borders residential neighborhoods or commercial properties. Due to town and/or county ordinances, amplified music, speeches or performances are not permitted outside of the rental structure past 9:00 p.m. Sunday through Thursday and 11:00 pm Friday and Saturday. It is the renter's responsibility to comply with this restriction and to ensure that all guests and entertainers comply with this restriction.

### ❖ STAGING:

Any additional staging required for the event must be approved by the Facilities Rental Manager and addressed in the Rental Agreement.

## MEDIA POLICIES

### ❖ USE OF TAVERN LOGO & NAME

The Tavern's name may be used to communicate the location of the event. Any other use of the name is prohibited unless approved by the Tavern. Use of the Tavern logo or pictures for printed materials for the event is not permitted without the approval of the Tavern. A written description of the intended use and a pre-press copy of the material may be required. Such use is allowed primarily for concerts, performances, corporate events and conventions only.

### ❖ MARKETING & PUBLIC RELATIONS MATERIALS

The use of the Tavern's marketing materials for the promotion of your event is not permitted without prior approval of the Tavern. The renter is prohibited from using the Tavern's name or marketing materials to sell tickets to the event. The Tavern will not associate itself with any organization and must be described in any materials, without any implication of association, as simply the "location" of the event. Under no circumstances can the renter contact news media for an event at the Tavern, including but not limited to live promos, written news coverage, press conferences, etc. All public relations or press relations involving the Tavern must be coordinated with the Tavern. Under no circumstances can the renter speak with the press at the Tavern on behalf of the event or on behalf of the Tavern.

### ❖ COMMERCIAL PROMOTIONS

The Tavern does not allow commercial sales, fundraising, or political party-specific events to take place on museum grounds. The Tavern does not have any public relations responsibility for any group, nor does it have any responsibility for generating an audience for any event occurring on the rented venue. The Tavern has the right to review any public relations materials before they can be forwarded to event participants.

## ❖ PHOTOGRAPHY AND VIDEOGRAPHY POLICIES

### ➤ INTERIOR & ARTIFACT PHOTOGRAPHY:

- Many forms of natural and artificial lighting can harm the interiors of the museum buildings and historical artifacts, so the Tavern does not allow interior photography of museum buildings and artifacts. Interior photography is only allowed in rental buildings and at rental events.

### ➤ EXTERIOR PHOTOGRAPHY:

Flash photos of all building exteriors must be limited to at least 10 feet from the structure. Under no circumstances will animals on site be exploited in any photo shoot.

### ➤ VIDEO:

The Tavern may be rented to agencies and professional film crews for video, film and TV commercial production. Commercial production companies may shoot predetermined structures and exteriors for TV commercials, promotional videos, documentaries, and other materials for a single use by their client. Under no circumstances will the Tavern allow video to be taken and used by the photographer, agent or agency to make a profit either directly or indirectly. The Tavern will under no circumstances allow animals on site to be exploited in any video production. Location filming will be negotiated with the Tavern.

### ➤ WEDDING & RENTAL EVENT PHOTOGRAPHY

Most wedding rental packages at Tavern venues include provisions for bridal or engagement photography included in the packages. Bridal and engagement photos may be shot at Tavern venues without having the wedding ceremony or reception at the Tavern.

The Tavern often shoots its own event photography at weddings and rental events to help promote the organization. By renting a facility at the Tavern, the renter is providing general approval for the Tavern to shoot these photos without people (room set-up, florals, etc.). The renter may

be asked for permission to shoot promotional photos of the people at the event for Tavern promotional materials. The renter's approval will also serve as a release to photograph the guests. If a guest objects to their photo being used in a print piece or on the web, the Tavern will stop using the photo in print or on the web, but will retain the photo in the Tavern's photo archives.

❖ OTHER PHOTOGRAPHIC POLICIES AND DISCLOSURES

➤ VISITORS:

Photographing Tavern visitors at any Tavern venue is prohibited. Consideration to visitors on the property must be maintained. Any interpretive programs that may occur during your photographic session cannot be interrupted and moving of any object on the property is prohibited.

➤ INDEMNIFICATION:

Photographer understands and agrees that the Tavern, its agents, assigns and employees are not responsible for any claims, judgments, causes of actions or damages arising out of or relating to the granting of this permission to photograph on the exterior of the Tavern structures and/or interiors. The photographer individually and on behalf of photo client hereby holds the Tavern, its agents, assigns and employees harmless from any such claims and agrees to indemnify same in the event of any claim, judgment, or action. This agreement shall apply to all claims, which are made in the future by any third party as a result of this permission.

## ADDITIONAL LOGISTICS, DISCLOSURES AND FACILITIES POLICIES

### ❖ FIREARMS AND WEAPONS

Carrying a firearm on Tavern grounds is prohibited, even by people licensed to carry a concealed handgun under New York state law. Police officers, federal agents and licensed security company personnel hired for supplemental security purposes are exempt from this policy.

### ❖ CAPACITY & FIRE CODE

The Tavern will indicate the square footage and capacity requirements for each rental venue. The Tavern complies at all times with all town/county fire ordinances and will not allow rental events to exceed fire code capacities. It is the renter's responsibility to be aware of the applicable capacity for the event and to ensure that it is not exceeded. The Tavern is not responsible for any damages or delays resulting from cancellation of an event due to fire code violations.

### ❖ ACCESSIBILITY ACCOMMODATIONS

Tavern facilities may not all be accessible to people with physical disabilities. If there are additional needs, the renter should contact the Tavern to make appropriate arrangements.

### ❖ ANIMALS

Service Animals providing assistance to disabled persons or working with licensed security personnel or law enforcement officers are allowed. Non-Service Animals are not allowed on Tavern grounds for rental events. Horse-drawn surreys are allowed.

### ❖ CLEANING & SERVICE CHARGES

The renter or independent contractors are required to follow the policies and properly complete the Tavern cleaning checklist following your event. It is the renter's responsibility to ensure that the independent contractors comply with these policies. By renting a facility at the Tavern, the renter agrees to pay the indicated charges

for the services which Tavern staff are required to perform due to the failure to comply with the policies in the Rental Agreement.

❖ SMOKE & SMOKING

Materials causing smoke or other potentially hazardous conditions are prohibited. Smoke producing machines, explosives and pyrotechnics are prohibited. Smoking is prohibited in all museum buildings, rental facilities and grounds.

❖ TEMPERATURE & CLIMATE CONTROL DISCLAIMER

The age of some of Tavern structures restricts our ability to create rapid temperature adjustments and often require up to 24 hours of heating or cooling to produce any noticeable change in temperature. If the exterior temperature rapidly increases to roughly 80 degrees or greater, these structures cannot be cooled to a comfortable temperature by the air conditioning units retro-fitted for these buildings. The same is true of heating the facilities on freezing days. Every effort will be made to achieve a comfortable temperature for your event, however, when you rent a historic facility, you acknowledge that the Tavern is not responsible for any delays or damages caused by weather conditions or the temperatures in the rental facilities.

❖ INCLEMENT WEATHER

Tavern staff will make every effort to accommodate renters and their guests in the event of inclement weather but cannot offer a refund or alternative rental facility if the event must be cancelled due to severe or inclement weather. When renting facilities for outdoor events, we recommend the renter reserve an additional facility or provide for tents in case of inclement weather.

❖ COMPLEX SET-UP, CONVENTIONS AND EXTRAORDINARY EVENTS

Such events will be identified, negotiated and outlined in the Rental Agreement.

❖ EVENT PLANNING AND ADDITIONAL SERVICES

➤ EVENT MANAGER FOR THE EVENT:

Most rental packages include an event manager who will be on the grounds of the Tavern from the time deliveries start to the conclusion of the event. The event manager and support service staff on duty serve as the Event Staff.

➤ YOU ARE YOUR OWN EVENT PLANNER:

The Tavern will provide you with basic services for your event. The Tavern does not employ a certified wedding planner. Our staff will work with your event or wedding planner if you have one. The Tavern does not require that you have an event or wedding planner to host your event. You acknowledge that the Facilities Rental Manager and other museum staff will not serve as your event or wedding planner, unless negotiated as an add-on in your contract. You (or your designee) are solely responsible for coordinating and hiring your own vendors and independent contractors to provide the services you need for your event. You (or your designee) are solely responsible for ensuring that those vendors and independent contractors comply with all Tavern rental facilities requirements and policies.

➤ THE TAVERN'S ROLE:

Tavern staff may play a larger role in the organization of corporate events and conventions because of their complexity. Meetings and amount of involvement that the Facilities Rental Manager and other staff members engage in will be limited. Tavern staff will conduct an initial meeting to tour the space, a second meeting to complete the Rental Agreement and other documents, and at no charge, provide the time needed to participate in up to two additional meetings. As part of our basic services for events such as weddings and theatre rentals, Tavern staff will meet with the renter, complete the Rental Agreement, assist with selecting the appropriate vendors, answer questions and provide referrals, contract for ancillary services such as chairs or tables, participate in a limited number of meetings with vendors, and coordinate Tavern logistics such as the

scheduling of buildings, event managers and security staff, and make sure all necessary insurance and other documents are on file.

❖ SECURITY POLICIES & REQUIREMENTS

➤ TAVERN SECURITY:

The Tavern has personnel on duty, sometimes around the clock, to preserve and protect the museum structures, artifacts, animals, and employees. Dependent upon rental venue and type of rental use, the Tavern may charge a fee for security during rental events.



## RESTRICTIONS

- ❖ The Tavern will not rent facilities for events conducted by minors.
- ❖ The Tavern will also not rent facilities for political fundraisers, political rally activities or for the purpose of raising money. Exceptions may be made on a case-by-case basis. The Tavern will not rent facilities to any individual or group who will attempt to use the event to make any social or political statement or to conduct political fundraisers, rallies, or similar activities. However, the Tavern reserves the right to provide its facilities for rent on a case-by-case basis in order to encourage dialogue about issues of importance to the public.
- ❖ The Tavern will not rent facilities for events that involve gambling, lotteries or games of chance.
- ❖ The Tavern will not rent facilities where an exchange of services and goods for money may occur, (i.e., flea market, yard sale, etc.).
- ❖ The Tavern will not be responsible for any delays or damages due to vendors' or independent contractors' failure to abide by Tavern policies.
- ❖ Smoking is prohibited on all Tavern grounds properties
- ❖ The Tavern will not allow dancing on hardwood floors. Dancing is allowed on portable dance floors provided and installed by an approved provider and paid for by the renter.
- ❖ The Tavern is not responsible for the acts of any vendor or independent contractor. The renter is solely responsible for retaining the services of all independent contractors and service providers for the event. It is the renter's responsibility to ensure that all vendors and independent contractors comply with all policies contained in the Rental Agreement. All vendors and independent contractors must complete set-up and breakdown activities within the event times outlined in the Rental Agreement.

- ❖ The Tavern does not allow the furniture and interiors of rental facilities to be moved or rearranged by the renter. Only Tavern event management staff can make any modification of interior furnishings.
- ❖ The entire Tavern campus is a museum, and we must place restrictions on event decorations to preserve and care for our grounds, historic structures and artifacts. These policies must be followed, or the security deposit may be forfeited. Decorations are not provided by the Tavern except for the month of December when a Tavern venue may be decorated for the holidays.
- ❖ Decorations may not be nailed, stapled, tacked, glued, taped or otherwise adhered or affixed onto the walls, floors, ceilings, windows or doors of any rental venue.
- ❖ The Tavern does not allow smoke, fog and bubble machines, glitter, marbles, decals, crepe paper, roller skates, bicycles, live animals, decorating with paint, markers, adhesive tapes, floral adhesive and spray mount, sequins, artificial snow, straw and hay; however, each Tavern venue is different. Machines producing mist and humidity are also prohibited in some of our venues. Use of such machines may be negotiated with Facility Rental Manager. All decorations must be discussed with Facilities Rental Manager.
- ❖ The Tavern does not allow signs and banners to be attached to any fixtures, walls, building exteriors, walls or doors.

INDEMNIFICATION & SIGNATURES

THE FOLLOWING STATEMENT MUST BE INCLUDED ON THE RENTAL AGREEMENTS AND MUST BE SIGNED AND DATED BY BOTH THE RENTER AND THE FACILITIES RENTAL MANAGER.

❖ INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE TAVERN AND ALL OFFICERS, EMPLOYEES, AND MEMBERS OF THE BOARD OR OTHER GOVERNING AUTHORITY OF EACH ENTITY (THE "INDEMNITEES"), OF AND FROM ANY AND ALL ACTIONS, SUITS, DAMAGES, EXPENSES, AND DEMANDS ARISING IN WHOLE OR IN PART FROM YOUR EVENT, REGARDLESS OF WHETHER A CLAIM ARISES IN WHOLE OR IN PART FROM ANY NEGLIGENCE OR ALLEGED NEGLIGENCE, INCLUDING THE SOLE, JOINT, CONCURRENT OR CONTRIBUTORY NEGLIGENCE, OF THE INDEMNITEES.

❖ SIGNATURES

I have read and agree to all rental facilities policies contained in this Rental Agreement. I understand that it is my responsibility to ensure that all my guests, independent contractors and any other parties associated with my event comply with these policies. I understand and agree to the consequences set forth in my Rental Agreement resulting from any failure to comply with these policies.

\_\_\_\_\_  
Signature (Renter)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Tavern Representative)

\_\_\_\_\_  
Date