



Buchanan Log House Chapter, APTA Rental Contract

The Buchanan Log Home, a historic log home, was constructed in 1807-1808 by James Buchanan. He and Lucinda East Buchanan raised 16 children in this home. It is one of the oldest log houses in Middle Tennessee, as well as one of the best still existing examples of two story log home construction. It provides insight into the frontier settlement experience in Middle Tennessee. When you visit, we invite you to read our history timeline on the entryway wall.

Thank you for considering the Buchanan Log House as the site of your event. Below are our rental rates and policies for Wedding events. Please consult our Event Planner or one of our staff members should you need additional assistance.

The Buchanan Log House is operated by the Buchanan Log House Chapter of Association for the Preservation the Tennessee Antiquities (APTA), the oldest statewide non-profit organization in Tennessee. All reservations and agreements are made upon, and are subject to the rules and regulations of The Buchanan Log House Chapter of the Association for the Preservation of Tennessee Antiquities, and the following conditions:

EVENT RENTAL RATES* **

Monday through Sunday: Event Rental up to 5 hours \$400.00

****Should additional time be required for the event, it is available at a rate of \$100.00 per hour.***

*****An additional 25% charge will be charged for Holiday Rentals.***

- Five (5) hour rental period will include set-up and take-down for event, as well as clean-up of venue after event.
- Client is responsible for setting up tables and chairs and returning them to their designated area.
- A representative of the client shall be on the property to sign for all deliveries.
- A staff person shall be available to open, close and monitor the event.

SECURING EVENT DATE

A Buchanan Log House (BLH) Event Planner or representative will schedule an appointment for client to visit the venue and discuss the vision for her/his event at the home and grounds.

The Rental Contract will be reviewed with the client and client will be given three (3) days to sign and return the contract along with 50% of the Rental payment.

Due to the high demand for rental of the BLH venue, no reservation will be considered secured until receipt of the signed contract and 50% of the Rental payment is received. Upon receipt of the items listed above, the client's reservation will be recorded on the BLH calendar.

Final 50% Rental fee and the \$200.00 Security/cleaning deposit are due and payable no less than thirty (30) days of Client's event.

If renting venue less than thirty (30) days of the event, full payment and security/cleaning deposit is payable at the time the contract is executed.

PAYMENT METHOD

Payment can be made by cash, check or credit card. Payment can be mailed to the address below or paid to BLH representative in person:

Make checks payable to: "The Buchanan Log House"

**Attn: Treasurer
P.O. Box 292879
Nashville, TN 37229**

RETURNED CHECK POLICY

Returned check:

- Total amount of the rental fee will be due and payable in cash, plus a \$70.00 returned check charge.
- Failure to make cash payment within seven (7) days, after being notified, will result in cancellation of the reservation.

CANCELLATIONS AND REFUNDS

All cancellations must be submitted in writing and signed by the person who signed the original contract.

- If cancellation is received sixty (60) days or more prior to the event, the rental deposit will be refunded, minus a service charge of \$50.00.
- If cancellation is received thirty (30) to sixty (60) days prior to the event, one-half, (½) of rental deposit will be refunded.
- If cancellation is received less than thirty (30) days prior to the event there is **no** refund.

SECURITY/CLEANING DEPOSIT

A Security/Cleaning Deposit of \$200.00 will apply to **all** events at BLH. This deposit is payable when client signs the contract and pays monies to secure date for the event. Client will be given an Event Clean-up Checklist (attached) for full details of items that must be completed satisfactorily before the security/cleaning deposit will be refunded. At the CLOSE of the event, the BLH representative and the client or client's representative will do a final walk-through of the venue. If all contract conditions are met, the deposit will be refunded to client within two (2) weeks after event. If not the Security/Cleaning Deposit is forfeited.

SMOKING

Smoking is **Not** permitted anywhere on the Buchanan Log House property. **The Security/Cleaning Deposit will Not be refunded if smoking is detected within the BLH or on the historical grounds.**

ALCOHOLIC BEVERAGE

BLH complies with the Tennessee Liquor Laws.

- Acoholic beverages **cannot** be sold on BLH property.
- Brown bagging is permitted at BLH. Client is responsible for removing alcohol from BLH at close of event.
- Client **must** comply with the following ABC Rules governing Private Parties:
 - Alcohol must be provided by the Host of the event.
 - **No** Entry Fee or Charge can be required at the event.
 - Alcohol **must** be served free of charge to guests at the event.
 - The serving of alcohol **cannot** be used for marketing or promotional purposes.
 - In order to serve alcohol there **must** be a predetermined event list or specified number of guests. This means guests cannot come and go for the purpose of consuming alcohol.

PROPANE HEATERS

- Use of Propane heaters **is** allowed under a rental tent; however they must be placed at a distance of 5' from the sides of the tent.
- **No** heaters, of any kind, are allowed inside THE BLH venue.

CATERERS AND FLORISTS

Client will provide the BLH Representative with a written, detailed schedule of event production no less than one (1) week prior to event date, including names and phone numbers of responsible persons.

- Caterer will provide everything needed for preparation, serving, and clean-up.
- Basic food preparation cannot be done on site.
- An oven and two (2) microwaves are available for warm-ups.
- Refrigerator space is available.
- No cook top or ice machine is available.
- Minimal kitchen supplies are available.

DECORATIONS AND MOVEMENT OF FURNITURE

Decorations are allowed at BLH but must meet the guidelines listed below.

- **No** glitter or confetti can be utilized inside venue or grounds.
- **No** clear tape, push pins, nails or staple can be used on walls inside venue. Nothing can be used to decorate the venue that will damage the premises or furnishings.
- Wall safe tape and wall mounting tabs can be used.
- **No** helium balloons are allowed. BLH is in the flight path of airplanes and the balloons are a hazard to airplanes if released, even accidentally.
- Candles must be drip less, enclosed in glass, and not taller than 10 inches.
- Luminaries are allowed outside, on the venue property.
- **No** rice or bird seed can be thrown on the premises. Flower petals (no artificial petals) can be tossed, bubbles can be blown, and doves or butterflies set free.
- **No** sparklers or fireworks of any kind are allowed at BLH venue.

Client agrees to pay the repair and/or replacement costs of chairs, tables, equipment and furnishings owned by the BLH venue.

If any furnishings inside the venue need to be moved for event, client must obtain permission from BLH staff and must be supervised by a BLH representative.

BLH EQUIPMENT

A limited equipment inventory is available for event use at no extra charge, but must be returned in a clean and undamaged condition. Client is responsible for setup and take down of tables and chairs. Client **cannot** mix BLH inventory with that of a rental vendor.

BLH inventory includes:

- Sixty (60) red stackable chairs **for use outside only**.
- One hundred and four (104) white folding chairs to be used **inside or on the asphalt only**.
- Twelve (12) 6 ft. rectangular tables.
- Eight (8) 6ft. round tables.

RENTAL EQUIPMENT

If event requires more inventory than BLH has available, client will be required to rent the total amount needed.

All rented equipment, including tents, shall be delivered and removed during the rental time period or by the opening of the next business day, unless prior arrangements are made with the BLH representative. Please advise your rental providers of this requirement so the grounds will be in pristine condition for the next event.

BLH is responsible for the storage or protection of items brought to venue for an event.

ENTERTAINMENT

Entertainment is allowed at BLH but must meet the guidelines listed below:

- Preapproval is required for fog machines or hazers, regardless of services provided by bands or DJs.
- Client is responsible for all costs incurred for microphones, sound systems, or lights, as well as electrical hook-ups.
- Client is responsible for damage done to these items and agrees to pay the repair and/or replacement costs of such items.
- **No** dancing is permitted inside the house. If weather permits, dancing is allowed on the patio, front porch or asphalt.

NOISE DISTURBANCE

Noise control will be monitored by the BLH representative. Music and other audio presentations will **not** be played at levels deemed to be disruptive to neighbors. If BLH determines that noise is excessive, or receives complaints, the client will be notified with one warning. If offense continues, the event may be shut down.

CODE OF CONDUCT

All activities related to the event will be conducted in a non offensive and law abiding manner.

- Client is responsible, at **all** times, for supervision of **all** children.
- **No** running, rough-housing, sitting or playing on furnishings is allowed.
- **No** babysitting is provided.

Client is responsible for and agrees to pay the repair and/or replacement costs of any damage done to the BLH venue by children, guests or representatives of client.

SECURITY

BLH reserves the right to require security at the client's expense for any event.

PARKING

The event rental fee covers free parking for all guests. Designated event parking is located in the rear of BLH and is accessed from Harper Drive. The asphalt parking lot is reserved for the bride and groom, the caterer and other vendors. Parking along Hurt Drive and Harper Place is **not** permitted.

TRASH/GARBAGE REMOVAL

Trash and garbage removal is include with event rental, however client is required to place all trash in garbage bags and remove garbage bags to the outside trash containers. Recyclable material should be placed in the outside recycle containers. Containers are marked. Non-compliance will result in forfeiture of the Security/Cleaning Deposit.

LOST AND FOUND

The BLH is not responsible for damages or loss of any merchandise or articles left before, during, or after event. However, BLH maintains a "Lost and Found" department. Should an item be found after an event, the item will be held for two (2) weeks following the event.

SIGNS AND BANNERS

BLH must approve all signage for placement /attachment within and on the grounds of the Buchanan Log House.

PHOTOGRAPHY AND VIDEOS

Outdoor photographs are permitted anywhere on the grounds, including the exterior of the venue structures. BLH welcomes all photographers. We ask that they help us to continue to make our venue available for public enjoyment and photography sessions.

Photographs and videos are permitted inside the venue structures by approval and appointment only.

BLH welcomes our clients to send us their favorite event photographs. We will showcase them on our website and possibly in our printed materials. Client will be asked to sign a Photo Release Form for this purpose at the time the contract is signed.

SOLICITATION

BLH prohibits solicitation in any form at the venue.

MUTUAL INDEMNIFICATION

Client agrees to indemnify, protect, defend and hold BLH harmless from all actions, claims, demands, losses, costs, damages, and all reasonable expenses incurred in investigating or resisting the same, for injury to person, loss of life or damage to property:

- Occurring on the BLH Premises and arising out of its use and occupancy, including by contractors, agents and employees, except if caused by the act or neglect of BLH, its contractors, agents or employees; or
- Caused by the negligence, negligent performance of or failure to perform any of its obligations under this contract.

BLH agrees to indemnify, protect, defend and hold Client harmless from all actions, claims, demands, losses, costs, damages and all reasonable expenses incurred in investigating or resisting the same, for injury to person, loss of life or damage to property:

- Occurring on the Leased Premises if caused by the act or neglect of BLH its contractors, agents or employees; or
- Caused by the negligence, negligent performance of or failure to perform any of its obligations under this contract.

FORCE MAJEURE

An event of "Force Majeure" shall mean any act of God, fire, earthquake, national disaster, accident, act of government or any other act that is beyond the reasonable control of either party. Neither party will be deemed in default of this contract to the extent that performance of the subject party's obligations is made illegal or impossible by reason of a Force Majeure event, provided that the affected party shall give the other party written notice of the Force Majeure event promptly, in any event within 15 (fifteen) days (if available) of discovery, and shall use best efforts to continue to perform its obligations hereunder in spite of such an event.

MISCELLANEOUS

Prior to signature by both parties this contract is a revocable offer by The Buchanan Log House. The person(s) signing this contract on behalf of the Client represents and warrants such person has legal authority to bind the Client to this contract.

If any third party meeting planner or agent is signing this contract on behalf of the Client, such person(s) agree (as an independent obligation to) The Buchanan Log House to provide written evidence of its authority to legally bind Client to this contract upon request and to indemnify, defend, and hold harmless The Buchanan Log House from and against a breach of representations, warranties, and contracts set forth herein.

Client agrees the liquidated damages stated herein are a reasonable estimate and not a penalty. Neither party will be liable for any direct or consequential damages, except to the extent any liquidated damages provision or indemnification obligation hereunder could be constructed as such. The previous sentence shall not apply if any liquidated damages provision hereunder is rendered invalid or unenforceable for any reason.

All amounts not paid by the stated due date will accrue interest at the rate of 1.5% per month (or if less, the maximum lawful amount). Client will be responsible for attorneys' fees and other costs incurred by The Buchanan Log House in attempting to collect amounts due hereunder. Required notices hereunder will be effective when received by non-sending party if delivered to such party's address set forth above by registered mail, return receipt requested or by nationally recognized overnight delivery service.

AGREED AND ACCEPTED CONTRACT



BLH Representative _____

Client _____

Email _____ **Phone:** _____

Mailing address _____

RESERVATION DETAILS

Reservation is for _____ (month, day, year)

Event Hours from _____ **to** _____ **Total Rental fee of \$** _____

Event Theme _____ **Number of Guests** _____

Caterer _____ **Phone** _____

Alcohol Served YES _____ NO _____ **Bartender** _____

Payment of 50% Rental Fee \$ _____ **Date Paid** _____

Final 50% Rental Fee \$ _____ **and Security Deposit \$** 200.00 (Must be paid thirty (30) days prior to Event)

Date Paid in Full _____

Payment Type Check _____ Cash _____ Credit Card _____

Date Security Deposit Refunded _____

Remarks: _____

By: _____ **Date:** _____
Buchanan Log House Chapter APTA, Representative

By: _____ **Date:** _____
Client or Representative