

Buchanan Log House Chapter, APTA Rental Contract

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:

IMPORTANT DATES

Please review, sign, and return one copy of this contract to The Buchanan Log House (BLH) by _____ so we can confirm these arrangements on a definite basis. Due to the very high demand anticipated over these dates, BLH reserves the right to release your option if we have not received the signed copies of the contract verifying confirmation by this time. In the event we have a definite request for these dates prior to your contract due date, we will contact you for a decision. You will have one (1) business day to either return the signed contract or to release the option.

RENTAL RATES

Monday through Thursday:	Weddings/Receptions up to 10 hours	\$800.00
	Any other event up to 5 hours	\$200.00
Friday, Saturday, Sunday:	Weddings/Receptions up to 10 hours	\$1,000.00
	Any other event up to 5 hours	\$300.00

Events extending past the reserved time shall be charged \$100.00 per hour.

The rental period includes all set-up and take-down by florists, caterers, musicians, etc. as well as the clean-up. The renter is responsible for providing personnel to set up tables and chairs and then return them to their designated area. A representative of the renter shall be on the property to sign for all deliveries. A staff person shall be available to open, close and monitor the event. **The Buchanan Log House must be left as it was found.**

We can accommodate 125 guests within the house. For a formal dining arrangement, we can seat 48 to 72, but guests will be seated in several rooms. The grounds are available during the rental period, but be aware that BLH is under the airport path.

PAYMENT

Client will be required to pay in advance by check or with a credit card.

Make checks payable to "The Buchanan Log House" and send to:

The Buchanan Log House
Attn: Treasurer
P.O. Box 292879
Nashville, TN 37229

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SECURITY DEPOSIT

A Security Deposit of \$200.00 will apply to ALL events. This will be included with the final payment.

SECURING EVENT DATE

Upon your initial contact with BLH an appointment will be made for you to visit the house. Your rental date shall be held for 7 (seven) days following that visit. At contract signing ½ (one-half) of the rental fee and the security deposit shall be paid. The balance of the rental fee shall be paid 30 (thirty) days prior to your event.

RETURNED CHECK POLICY

If a check is returned, the total amount of the rental fee shall be due and payable in cash, plus a \$70.00 returned check charge. Failure to make cash payment within 7 (seven) days after the notice of a returned check, the reservation will be cancelled. No monies will be refunded for any previous payments.

CANCELLATIONS AND REFUNDS

All cancellations shall be submitted in writing and signed by the same person who signed the original contract. If the cancellation is received sixty (60) days or more prior to the event, the rental deposit shall be refunded, minus a service charge of \$50.00. Notification of 30 (thirty) to 60 (sixty) days will result in ½ (one-half) being returned. Under 30 (thirty) days will result in no refund.

FOOD AND BEVERAGE

BLH does allow outside catering and has a list of preferred vendors. In compliance with the Tennessee Liquor Laws, no alcoholic beverages may be served or sold to any person under the age of 21 or after 2:00 am.

The Client for the event is responsible for arranging the “seller” of the alcoholic beverages, and the Client is responsible for insuring that a copy of the approved Special Occasion License if applicable along with a copy of the Server Permit (ABC cardholder) is provided to the BLH representative prior to the beginning of alcoholic beverage sales.

BLH has an approved list of licensed and insured bartenders for all events. Kegs are not allowed. Beverage or chocolate fountains are not allowed inside the house. The bar must close one hour before the end of the event. Tip jars are allowed.

DECORATIONS

Note: No glitter or confetti may be utilized within our venue or grounds.

Nothing may be used to decorate or attach decorations and banners which could cause damage to the premises or furnishings. Use only rubber coated wire, string, ribbon or zip ties for attachments. Candles must be dripless, enclosed in glass, and not taller than 10 inches. Luminaries are allowed outside. Helium balloons are not allowed. Nothing may be thrown on the premises. However, outside, flowers (no artificial petals) may be tossed,

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bubbles blown, and doves or butterflies set free. If BLH furnishings need to be moved, permission must be obtained and then moved by a BLH representative.

NOISE DISTURBANCE

Music/Dancing: Noise control is monitored by a BLH representative. Dancing is not permitted inside the house. Weather permitting, dancing on the patio, front porch or asphalt is allowed. Music and other audio presentations will not be played at levels deemed to be disruptive to other guests and/or neighbors. If BLH determines that excessive noise is taking place, or receives complaints from other guests, BLH reserves the right to shut down the event after the group has been notified once with a warning.

ADA COMPLIANCE

The Buchanan Log House has made every effort to comply with the Americans with Disabilities Act.

PARKING

The main parking area is the rear of BLH and is accessed from Harper Drive. The asphalt parking lot is reserved for the bride and groom and caterer. Parking along Hurt Drive and Harper Place is not permitted.

SIGNS AND BANNERS

All signs displayed at BLH must be professionally printed and Buchanan Log House reserves the right to approve all signage for wording, placement, and size. Use of tape, pins, and/or nails inside BLH is strictly prohibited. Hanging of banners must be approved by BLH staff.

Client understands that many of the decorations, furniture items, serving items, small wares, equipment items, and props are rented for the occasion or are the property of BLH or other vendors. Should any such items be damaged or converted by Client or its employees, agents, or guests, then Client agrees to pay the repair and/or replacement costs of such items.

SMOKING

Smoking is not permitted anywhere on the site.

PROPANE HEATERS

Propane heaters used under tents shall be placed a safe distance from the sides. Heaters are not allowed inside BLH facilities. Sparklers or fireworks of any kind are not allowed on the property.

EQUIPMENT

As a part of the rental contract our equipment inventory is available for use: 60 red stackable chairs for use outside and 104 white folding chairs for inside or on the asphalt driveway, 12 rectangular tables and 8 round tables. However, we do not mix our inventory with that of rental companies. If your event requires more than our available inventory,

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the total amount needed shall be rented. All rented equipment including tents shall be delivered and removed during the rental time period.

ENTERTAINMENT

Note that groups providing their own entertainment must have preapproval for any fog machines or hazers in a room, regardless of any services provided by bands or DJs. When entertainment is contracted, the client is responsible for any costs incurred for microphones, sound systems, or lights, as well as electrical hook-ups.

SECURITY

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

CHANGING ROOM

A bride's room and a groom's room are available for clothing changes.

CODE OF CONDUCT

Children under 10 (ten) shall be supervised at all times. BLH does not provide babysitting. Running, rough-housing, or sitting/playing on furnishings is not allowed inside the house.

TRASH/GARBAGE REMOVAL

All trash and garbage shall be placed in garbage bags and placed in the outside trash containers. Recyclable material should be placed in outside recycle containers. These outside containers are marked. Any excess or loose garbage bags must be hauled away by the client. Non-compliance shall result in forfeiture of the Security Deposit.

FINAL WALK THROUGH

At the end of the event the BLH representative and the Client will do a final walk-through. Any damage or failure to abide by the contract will forfeit the security deposit. If all contract conditions are met, the deposit will be refunded within two (2) weeks.

PHOTOGRAPHS

Photos may be taken inside or outside. By hosting or participating in an event at BLH, the Client and their guests have given permission for the use of any photographs or videos for publicity by BLH.

CATERERS AND FLORISTS

Caterers and florists shall contact the BLH Event Coordinator at least 2 (two) weeks before the event. Basic food preparation cannot be done on site. The caterer shall provide everything needed for preparation, serving, and clean-up. An oven and 2 (two) microwaves are available for warm-ups, and limited refrigerator space is available. There is no cook top or ice machine. There are minimal kitchen supplies on site. Neither food nor drink is permitted on the second floor of the house.

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LOST AND FOUND

BLH is not responsible for damages or loss of any merchandise or articles left before, during, or after your event. We do, however, maintain a "Lost and Found" department in the event items are located.

SOLICITATION

BLH prohibits solicitation in any form in any of our event rooms, venues or anywhere on the property.

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:

- (a) 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
- (b) 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:

- (a) Occurring on the Leased Premises if caused by the act or neglect of BLH, its contractors, agents or employees; or
- (b) 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.

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MISCELLANEOUS

Prior to signature by both parties this contract is a revocable offer by The Buchanan Log House. The persons 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 Group, such persons agree (as an independent obligation to) The Buchanan Log House to provide written evidence of its authority to legally bind Group 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 to 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.

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AGREED AND ACCEPTED

Buchanan Log House Chapter, APTA

By: _____

Date: _____

Client: _____

Email: _____

Phone: _____

Mailing address: _____

Date: _____

Reservation is for _____ (month, day, year) for _____

Hours: from _____ to _____, at a rental fee of \$ _____.

Event type: _____

Number of Guests: _____

Caterer (if used): _____ Phone: _____

Alcohol served? YES NO

Deposit (1/2 rental fee): _____

Balance of \$ _____ including the Security Deposit of \$200 is due 30 days prior to event.