



Sam Davis Home and Museum

Contract and Policies: Wedding Rentals

This Wedding Rental Contract (hereinafter referred to as the "Contract") is made on this the ___ day of _____ 201__, and entered into by and between Sam Davis Home and Museum (hereinafter referred to as "Sam Davis Home") and "Renter". Sam Davis Home and Renter will collectively be referred to as the "Parties". Renter agrees to pay to Sam Davis Home the amount of \$_____, as set out hereinafter for and in consideration of renting and using the Sam Davis Home for a wedding venue.

This Contract shall be effective as of _____, 201__ (the "Effective Date") and remain in effect until terminated as hereinafter provided.

Today's Date: _____

Day of Event: M T W Th F S Su Date of Event: ____/____/____

Rental Start Time: _____ AM PM Rental End Time: _____ AM PM

Event Start Time: _____ AM PM Event End Time: _____ AM PM # Guests: _____

Ceremony Rehearsal Day (if applicable): _____ Time: 4—5 PM 5—6 PM

Bridal/Engagement Shoot Date: _____ Time: _____

Type of Event: *Ceremony & Reception* *Ceremony Only* *Reception Only*

- Options: *Rehearsal Dinner* *Bridal Shower/Luncheon* *Bridal Party Rooms*
 Creek House Kitchen *Historic House Tours* *Museum Cocktail Hour*
 Museum & Theater Cocktail Hour *Museum & Theater All Night*
 Additional Day/Time: _____

- Event Location(s): *Creek House* *Visitor Center* *Veranda* *Education Bldg.*
 Kitchenette *Front Porch* *Backyard* *Barn/Barnyard (outdoor only)*
 Field (please specify): _____ *Other:* _____

CONTACT INFORMATION

Primary Contact: _____
(must sign all changes or additions to this contract)

Primary Contact's Address: _____
City: _____ State: _____ Zip: _____

Address will change after wedding date

Primary Contact's Phone: Home: _____ Cell: _____

Email Address: _____

Bride/Groom: _____ Phone: _____

Bride/Groom: _____ Phone: _____

PAYMENT INFORMATION

Deposit: _____

Please apply all or a portion of my security deposit towards a Sam Davis Memorial Association Membership in the name of _____ \$25 Single \$50 Couple \$100 Family

Rental Fees: _____

Total Amount Due: _____

Package Additions: _____

WEDDING INFORMATION

Event Coordinator: _____ Phone: _____

Photography Company: _____

Photographer: _____ Phone: _____

Equipment Rental Company: _____

Equipment Type: _____

Contact Name: _____ Phone: _____

Delivery Day/Time: _____ Pick-up Day/Time: _____

Location on Property: _____

Additional Insured Certificate of Insurance required.

Tent Rental Company: _____

Contact Name: _____ Phone: _____

Delivery Day/Time: _____ Pick-up Day/Time: _____

Location on Property: _____ Tent Size: _____

Additional Insured Certificate of Insurance required.

Florist: _____ Phone: _____

DJ/Entertainment: _____

Contact Name: _____ Phone: _____

Location on Property: _____

Caterer: _____ Phone: _____

Additional Insured Certificate of Insurance required.

Bartender: _____ Phone: _____

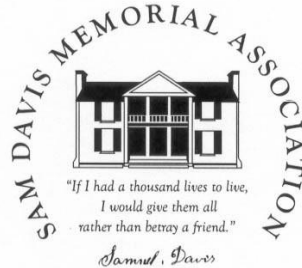
Serving: Beer Wine Champagne

Copy of current ABC license and photo ID required.

Carriage Rental Company: _____

Contact Name: _____ Phone: _____

Additional Insured Certificate of Insurance required.



WEDDING RENTAL TERMS AND CONDITIONS

The Sam Davis Home welcomes your interest in renting our site for your wedding. The rental pertains only to the use of the selected buildings and outside grounds of the plantation. However, rental of the Creek House allows use of the designated tables and chairs only inside the Creek House and on the Creek House deck.

First and foremost, the Sam Davis Memorial Association serves to protect and interpret the history of Sam Davis, his family, the people who lived and labored here, and Middle Tennessee farm life through preservation and education. The rental of this historic property requires commitments that might be greater than those found at other venues. Upon the signing of this agreement, the renter(s) are responsible for following the policies set forth during their rental time, and are also responsible for communicating these policies to all those involved with said event. Please initial each page to indicate understanding of, and agreement to, the provisions of the following policies. The Sam Davis Memorial Association reserves the right to refuse rental to any event that might call into question the integrity or the mission of our organization.

By hosting or participating in an event on the Sam Davis Home property, you and your guests have given permission for any photographs or videos to be taken and used in Sam Davis Home publications (social media, etc.).

SECURING YOUR DATE

Dates are offered on a first-come, first-served basis. If interest is expressed in a specific date by a party and the party has met with the events manager, a three-day hold may be placed on the date without a deposit. Following the close of business on the third day, the security deposit and signed contract are required to secure the date. If these items are not met by the close of business on the third day, the event date will be placed back on the availability list by the Sam Davis Home (SDH) Events and Marketing Manager.

SECURITY DEPOSIT

A security deposit is required with every rental to cover the cost of repair for damages, cleaning fees, and/or staff over-time following your event rental. The security deposit is separate from the rental fee and does not serve as a partial rental payment. The deposit will be refunded after the event, provided there is no damage to the property and the rental party followed all the

terms of the signed contract. **Please allow approximately 30-45 business days for the return of the deposit, by mail, to the address listed for the party signing the contract.**

PAYMENT OF RENTAL FEE

Rental fees may be made by cash, check, money order, cashier's check, and/or credit card (Discover, Visa, or MasterCard). However, payments made less than 30 days from the event date will be charged a \$25 late fee, and only cash, money order or cashier's check will be accepted. One half of the rental fee is due six months prior to the event date, and the remaining balance is due no later than 30 days before the event date. If payment is not received within 14 days of the event, your event will be cancelled, and no refund will be issued. Returned/bounced checks will be charged an additional \$25 fee, and payment is due within three business days by cash, money order or cashier's check. Otherwise, your event will be cancelled, and no refund will be issued.

CANCELLATIONS

All cancellations must be submitted in writing and signed by the renter who originally signed the contract. If a cancellation is made verbally, the renter who signed the contract is expected to sign a dated document with the SDH Event and Marketing Manager on the next business day. **The security deposit will not be refunded for any cancelled event.** If a cancellation of an event is made six months or more prior to the event date, only the rental payment will be returned. If cancellation of an event is made less than six months prior to the event, only a percentage of the rental payment will be returned.

Wedding Payment Return Percentages:

5 months or more prior:	50% Returned
3 months or more prior:	25% Returned
Less than 3 months prior:	No Payments Returned

Rental fee payment can be applied to another date, but a new deposit is required to secure this change of date. The only instances where a full refund will be made include military deployment or life threatening illness of the bride or groom.

MULTIPLE WEDDING WEEKENDS

SDH has the ability to book multiple weddings per weekend, and will do so if the Events Manager sees that it is possible to do so without either wedding being inconvenienced. SDH will take all possible measures to ensure that both events go smoothly, however the earliest booked wedding will take precedent. For example, if the earliest booked wedding wants a tent, but the two parties cannot agree to sharing, the second booked wedding will have to pay the fee to take down the tent prior to their wedding (or pay to have it put up after their wedding if a Sunday wedding was booked first). Fees are determined by the rental company of the party's choosing. The second booked wedding will also be given a different rehearsal time, which can be scheduled with the SDH Events Manager.

WEDDING EVENT

When scheduling your wedding, be sure to include time for set-up, the event itself, and clean-up. Wedding rentals are all day, however, there are a few time constraints (please see Set-up and Clean-up in this section). Set-up may take place during

business hours, but all events must begin after visitor hours when the property is closed to the public, with the exception of events taking place in the Creek House and Education Building. During the months of June, July, and August, events should be scheduled to begin at 5 p.m. or later. September through May, events should be scheduled to begin at 4 p.m. or later. All event participants must vacate the property by 11 p.m. The Sam Davis Home recommends that your event end at 10 p.m. to allow one full hour for clean-up. If the renter(s) violate the agreed upon times as dictated in the contract, they are subject to losing all or a portion of the security deposit.

ENGAGEMENT/BRIDAL PORTRAITS

All weddings including a wedding ceremony and/or a wedding reception will not be charged an additional fee for a one day photography shoot. Photography shoots may be scheduled during business hours on any date prior to the event rental and must be scheduled at least 14 days in advance with the SDH Events and Marketing Manager. Photography shoots taking place outside of normal business hours will need to pay \$10 per hour after business hours. No photography is allowed inside the historic buildings. Photography shoots prior to the event rental date may book the Creek House if available as a dressing area and/or indoor photography location at the rate of \$15 per half hour.

CEREMONY REHEARSAL

All events including a wedding ceremony will be offered a **one hour** complimentary rehearsal the day before the event date, unless otherwise requested and must be scheduled with the SDH Events and Marketing Manager no later than 30 days before the event. The one hour rehearsal will take place from 4 – 5 p.m. during the months of September to May or 5 – 6 p.m. during the months of June, July, and August. Rehearsal time will not be delayed or extended due to late arrivals, therefore it is the renter(s) responsibility to communicate to all participants to arrive on time and to ensure that the rehearsal is conducted during the allotted hour. If any guests remain on the property longer than the allotted hour, it will result in a \$50 fine to the Renter(s).

SET-UP

Set-up is the sole responsibility of the renter and must not interfere with any public activity or other rental at the site. Rental of the Sam Davis Home property includes the hours specified in the rental package. Set-up must be made on the day of the event unless prior arrangements are made with the SDH Events and Marketing Manager, for which additional fees apply.

Set-up may begin as early as 10 a.m. on the day of the event. However, set-up in pathways to and from the Visitor Center entrance, the back door to the Administrative Offices, the entrance of the Visitor Center, the pathway to the Visitor Center restrooms, the parking lot, any and all paved drives, mulch, gravel, and brick paths, and the front of the main historic house, including the front porch and the front lawn is prohibited until 3 p.m. on the day of event in the months of September through May and until 4 p.m. on the day of event in the months of June, July and August.

DELIVERIES

Deliveries to the Sam Davis Home must be made when the renter or an appointed member of the rental party is present to sign for delivery items, as well as count the items at the end of the event to verify all are accounted for during time of pick-up.

It is not the responsibility Sam Davis Home staff to ensure the safety and correct delivery of any items to the site. Delivery and pick-up of all rental equipment must be arranged with the SDH Events and Marketing Manager and noted on the contract at least fourteen days prior to the event date. The Sam Davis Home will not be responsible for additional fees incurred due to deliveries attempted before the approved set-up time. **The Sam Davis Home reserves the right to refuse deliveries or to charge a \$25 delivery fee per occurrence of deliveries made outside of the approved set-up time.**

With approval from the SDH Events and Marketing Manager, tents may be set up the day before the event between 3:00 and 5:00 p.m., if no other event is scheduled. Event equipment, such as tables, chairs, and linens, may be delivered the day before the event also with prior consent of the SDH Events and Marketing Manager. These items may not be set-up until the day of the rental. Sam Davis Home is not responsible for protection or storage of outside rental items. The SDH Events and Marketing Manager will supply the renter with a layout of the property locations used for the event date. This site plan should be filled out for the entire event set-up. **Please return a copy of the site plan to be added to the contract 14 days prior to the event.** For your convenience, and the convenience of the involved participants, a site map is available on our website at www.samdavishome.org.

ON-SITE STAFF

The Sam Davis Home provides at least one staff member to be present throughout the duration of any scheduled event. The role of staff at a rental event is to ensure the safety of the property and that your rental contract is followed with regard to set-up and tear-down. Staff is also present to answer questions about the history of the home and basic questions about the site as a potential venue. Sam Davis Home staff members are neither expected nor required to assist in an event including any set-up and/or clean-up. The renter(s) should secure enough volunteers for the needs of the entire rental.

Please keep in mind that these staff members are part-time and do not receive any information about your wedding until they arrive on site for the rental. If problems arise, they are here to help, but they are likely not responsible for the problem. Please report any grievances to the events manager via email, or ask that the rental staff member call the events manager to report any issue that needs to be resolved immediately. Please respect on-site staff members and ask that your family and guests do the same.

NUMBER OF GUESTS

The expected number of guests is important in that not all packages can accommodate a large number of guests. The expected number of guests invited is required upon reserving the date and helps to discern the best location for your event. If the number of guests at the event exceeds what was paid for, the security deposit will be lessened by the difference in rental fee for the number of actual guests and may result in additional fees invoiced to the renter(s) payable upon receipt. **If the number of guests at the event is less than what was anticipated, there is no reimbursement.** If the number of expected guests exceeds 250, the Sam Davis Home requires the rental of additional restrooms (i.e. portalets).

DECORATIONS

Decorations are encouraged to be freestanding, otherwise any decorations that need to be attached to any location inside or outside may only be fastened with rubber-coated wire, string, zip ties, or floss. **Nails, staples, tape, adhesives, and/or use of tacks are strictly prohibited on ALL structures on the Sam Davis Home property.** Please ask permission before

hanging anything in the historic yard. Decorations on the window sills and second story balcony are not permitted. No wreath hangers may be placed on the doors of the historic home. However, there are two nails already placed that are available for decorative use. Decorations may be placed on the front porch with approval from the SDH Events and Marketing Manager. Any existing decorations are not to be removed without written consent of the Sam Davis Home and, if approved, will be removed only by a member of the SDH staff. If any exhibits in the museum, on the grounds, or in the historic home are damaged during the rental, the renter is liable for the full cost of the damaged exhibit. With prior approval of the SDH Events and Marketing Manager, the gas fireplace within the Creek House may be turned on for an event by a member of the SDH staff only.

Confetti, birdseed, loose silk flower petals, and/or rice are not allowed on any portion of the Sam Davis Home property. Only real flower petals and/or bubbles may be used for wedding ceremonies. Please contact the SDH Events and Marketing Manager if interested in using sparklers for your wedding or reception. **Kongming (Chinese Sky) lanterns and fireworks are strictly prohibited.**

No trees, plants, or flowers on the Sam Davis Home site may be cut or removed for the event. Candles and lanterns are allowed when enclosed in a votive holder, hurricane lamp, or other enclosure protecting the open flame. All candles must be placed a reasonable distance from anything flammable. More strict rules for candle usage may be applied in the event of a drought. Any propane heaters used in conjunction with a tent must be placed a safe distance from tent sides. Any electrical work must be done by an approved contractor who has supplied the Sam Davis Home with an appropriate Certificate of Liability Insurance. Electrical outlet availability varies dependent upon location of event. Discuss with the SDH Events and Marketing Manager your electrical needs prior to set-up. **Ladders are not provided by the Sam Davis Home.**

LIGHTING

Sam Davis Home provides security lighting on the historic home after dark. This lighting, however, is not adequate for outdoor activities and events held after dark. If needed, additional lighting may be secured from an outside rental company. Lighting may be added by the renter, so long as everyone assisting with set up on the day of the event signs a liability waiver provided by Sam Davis Home.

DRESSING AREAS

The Sam Davis Home provides the Creek House and the Education Building as rooms for the wedding party when included in the rental. The use of these buildings are included in ceremony AND reception rentals and are available for an additional cost if the event is ceremony or reception ONLY. During business hours, the Visitor Center restrooms are not to be used as a changing room or for party preparation. These are public restrooms open for visitors of the Sam Davis Home. Please keep this in mind when making preparations for your event.

CLEAN-UP

The Sam Davis Home will have the area cleaned prior to the event and the Renter is responsible for returning the grounds and facility to the condition in which they were found. The cleaning guidelines attached to the contract apply in their entirety to the renter, and a portion or all of the security/damage deposit will be withheld at the sole discretion of the Sam Davis Home if guidelines are not fully and accurately followed. The Renter who signs the contract is deemed responsible for all contractual

obligations and policies. Renter may choose to place another company or individual in charge of set-up, clean-up, and/or any duration of the event, however, *the Renter will still be deemed responsible for all contractual policies*. We recommend the Renter express the policies of the contract to all involved with the event to limit anything that might break the agreement. Policies are available online for your convenience.

It is recommended that your event end at least one hour before the rental time expires at 11 p.m. to allow ample time for clean-up. All trash from the event must be collected by the rental party or event personnel and placed in the blue dumpster off the main Visitor Parking lot; it is not the responsibility of on-site staff to ensure the disposal of trash from the event. If the dumpster is full, the remaining trash from your event must be removed from the property. All event activity and clean-up must be completed by 11 p.m. This includes the departure of all event personnel, rental party, and renter from the site. It is recommended that the renter(s) communicate this with not only their guests, but their vendors as well. Departure after 11 p.m. will result in a \$100 fine for every additional half hour. Departure after 12 midnight will result in the renter being fined \$25 per minute.

INCLEMENT WEATHER

If there is a threat of inclement weather, the renter may choose to move his or her event to a covered and/or indoor location. The SDH Events and Marketing Manager must be notified of the change at least 48 hours before the event in order to schedule proper staff during and proper cleaning before the event. *However, due to the lack of indoor space, we encourage all parties to have a tent with siding on reserve with their rental company.* No refunds will be made for events canceled due to inclement weather (please see “Cancellations” for more details).

PROXIMITY TO SMYRNA AIRPORT

Due to the proximity of the Sam Davis Home to Smyrna/Rutherford County Airport, aircraft does occasional fly over the site at a close distance. The SDH Events Manager will not schedule events on dates that conflict with the Great Tennessee Airshow, however, the airport does serve as a practice facility for the US Air Force and is not required or able to notify the Sam Davis Home of last minute practices. SDH staff will do our best to alert renters of any conflicts, but there will be no refunds given due to high air traffic on the day of a rental. If suitable notice is given by the airport, renters may change their date to another available date within one calendar year without losing payments or the security deposit.

DAMAGE TO PROPERTY

Renters of the Sam Davis Home are liable for any damages to the property, buildings, furnishings, equipment, and grounds. Any damages or additional fees following your event will be paid for with the security deposit. If the amount totals higher than the security deposit, the renter(s) who signed the contract will be billed for the remaining balance.

SMOKING

Smoking is prohibited in and around all Sam Davis Home buildings. This includes the Veranda of the Visitor Center and the deck of the Creek House. Smoking is allowed **ONLY** at the stone picnic tables outside the Creek House and on the paved parking lot. **All rental parties must supply ash trays for their guests. The ashes and butts must be removed from the**

property at the end of the event. It is the responsibility of the renter(s) to disperse this information to guests and vendors.

VENDORS

CATERING

The Sam Davis Home does not provide catering services and therefore allows any catering service chosen by the renter to serve food. However, there are specific guidelines that first must be met. Caterers must provide a Certificate of Liability Insurance naming the Sam Davis Home as additionally insured for a minimum of \$1,000,000 for each occurrence. This certificate is required at least 30 days before the scheduled event. The caterers are responsible for returning the kitchen facilities to the condition in which they found them.

The rental parties may choose to provide food without the services of a caterer. The Creek House offers a kitchen with a microwave, stove, refrigerator, dishwasher and coffee pot. An ice maker is not available for use on the site. Those parties wishing to manage food services without the employment of a caterer must purchase a special event policy for individuals which names Sam Davis Home as an additional insured for a minimum of \$1,000,000 for each occurrence, unless the event is taking place in the Creek House and is under 50 guests. This can be purchased from any licensed insurance agency or can be added to an already existing homeowner's or renter's policy.

GRILLING

Grilling is allowed with prior approval from the SDH Events and Marketing Manager. Grills may set-up on the gravel drive of the Visitor Center at least fifteen feet from the edge of the building or in either the parking lot or stone picnic tables by the Creek House. **By signing this contract, the renter releases the Sam Davis Home and all affiliates from any negligence due to food or drink preparations and products.**

ALCOHOL

Alcoholic beverages may ONLY be served to adults 21 or over by a licensed bartender, including the champagne toast. **The alcohol must be limited to wine, champagne, and/or beer.** No glass beer bottles are permitted. Alcoholic beverages MAY NOT be sold at any event on the Sam Davis Home property. The Sam Davis Home must be provided with a copy of licensed bartender's ABC (Alcoholic Beverage Commission) card no later than 14 days before the event. The Sam Davis Home reserves the right to involve the Town of Smyrna Police Department in any unruly behavior by any guest or member of the event rental party, including any guests deemed to have had too much alcohol.

CARRIAGES

Carriage Rentals are allowed as long as the following agreements are met. The horse and carriage must load guests on the Sam Davis Home property. No carriage is allowed on the city street without written approval from the Town of Smyrna Chief of Police with a copy provided to the SDH Events and Marketing Manager at least 30 days prior to the event. The carriage is welcome to drive any gravel or paved roadway on the property, and the carriage operator must remain with the carriage and the animal(s) at all times. None of the Sam Davis Home plants, flowers, and/or trees may be consumed by the

animal(s) at any time. All carriage animal(s) must wear a tail bag which then must be removed with all of its contents from the property after the event. A Certificate of Insurance naming the Sam Davis Home as Additional Insured is required at least 30 days prior to the event.

PARKING

Parking is permitted ONLY in the parking lot and, weather permitting, in the overflow lot and event field. Parking is prohibited along roads throughout the property and in the gravel area adjacent to the Education Building. The overflow lot and parking lot can accommodate up to 100 vehicles. If the event might bring in more than 100 vehicles, arrangements for parking in the event field must be arranged in advance. Events with more than 150 vehicles must use a valet parking service. The valet company must provide a Certificate of Liability Insurance naming the Sam Davis Home as an additional insured for a minimum of \$1,000,000 for each occurrence. This certificate must be provided to the Events and Marketing Manager no later than 30 days prior to your event.

Entire Agreement. This Contract contains the entire understanding between the Parties and there are no other agreements, either oral or written, collateral to this Contract, except as provided herein. The parties, by executing this Contract, acknowledge that they have read the same, fully understand the same and fully agree to the same. This Contract may not be amended except by written agreement of the Parties containing reference to this Contract.

Damages. I understand that if I default upon any part of this Contract, I may be responsible for payment of any of the following: collection fees, attorney fees, and/or any other legal fees, including court costs, incurred by Sam Davis Home.

Severability. Should any part of this Contract be rendered or declared invalid by a court of competent jurisdiction of the State of Tennessee, such invalidation of such part or portion of this Contract should not invalidate the remaining portions thereof, and they shall remain in full force and effect and binding on the Parties.

Law and Forum for Disputes. This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to conflict of law provisions. Any claims, legal proceedings or litigation arising in connection with this Contract shall be brought solely in Rutherford County, Tennessee, and Renter hereby consents to the jurisdiction and venue of such courts.

Indemnification. The undersigned agrees to defend, indemnify and hold harmless Sam Davis Home, its officers, agents, employees, and volunteers, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the performance of this Contract.



CONTRACTUAL AGREEMENT

I, _____ (please print), have read the event rental policies. I am aware of all responsibilities involving rental of the Sam Davis Home property and/or buildings, and I understand that failure to adhere to the policies set forth in this contract may cause forfeiture of a portion or all of the security/damage deposit and/or result in additional charges that are payable upon receipt of an invoice.

I agree to the rental deposit of \$_____ to be paid upon time of reservation with this signed contract, and I agree to the rental fee of \$_____ for the event date of ____/____/____. Half of the rental fee will be paid to the Sam Davis Home no later than ____/____/____, with the remaining balance paid no later than ____/____/____. If received on or after the aforementioned date, the remaining balance will be charged an additional \$25 late fee, and the full amount must be paid in cash, money order or cashier's check. I understand that if payment is not made in full by 14 days of the event date, my event will be cancelled, and no refund will be issued.

By signing below, I acknowledge that I have read and understand the rental contract set forth by the Sam Davis Home and agree to abide by all rules and regulations in these documents which pertain to my rental of the property.

Signature of Renter: _____ Date: _____

Sam Davis Home Staff: _____ Date: _____