

Naples Conference Center Rules & Regulations

The parties to this Conference Center Rental Contract (referred to herein as this "Contract") hereby agree to the following terms and conditions applicable to Renter's use of the Premises, which is the above-described portion of the M.L.S. of Naples building located at 1455 Pine Ridge Road, Naples, Florida:

I. FACILITY USE

- A.** All Conference Center Rental Contracts shall be made and entered into between M.L.S. of Naples and the organization or individual directly sponsoring the event to be held in the Premises.
- B.** Renter acknowledges that Renter is obtaining a license to use the facilities specified on a limited basis, for a limited duration and in no way is obtaining any interest in the real property where the Premises is located.
- C.** Renter shall notify M.L.S. of Naples at least twenty (20) days prior to the event of the nature of Renter's use of the facilities. M.L.S. of Naples reserves the right to approve or disapprove the events scheduled for its facilities.
- D.** M.L.S. of Naples reserves the right to lease or grants licenses to use other parts of the facility at the same time as the Premises are occupied by Renter.
- E.** Renter understands and accepts that Renter has no rights to enter or use areas of the facility not specifically contracted for herein, including but not limited to, administrative offices, other meeting rooms, etc. Renter also understands and accepts that M.L.S. of Naples shall have the right to enter any portion of the facility at any time.
- F.** Solicitations of donations are prohibited in or around the Conference Center and M.L.S. of Naples facility without express written consent from M.L.S. of Naples, which may be withheld in its sole discretion.
- G.** Renter understands and accepts that if Renter will have food prepared and served on the Premises or if Renter will serve alcohol on the Premises, all such action shall be performed by a licensed caterer who agrees to comply with the M.L.S. of Naples rental policies and Subcontractor Policy Agreement, a copy of which has been provided to Renter. Renter understands that if Renter hires a pre-qualified caterer for the event, Renter is responsible to ensure that the caterer removes all equipment and related items immediately following their event. Otherwise, M.L.S. of Naples may do so at the sole cost and expense of Renter. For purposes of clarification, the following are permitted provided Renter otherwise strictly complies with the rules and regulations contained in this Contract including, without limitation, Article XIV, Section K below prohibiting open flames of any type: (1) "potluck" or "bring-a-plate" meals and (2) providing food delivered to the Premises or brought to the Premises from an off-site vendor.
- H.** Renter agrees to conduct its event in an orderly manner and in full compliance with applicable laws, ordinances and regulations. Renter assumes full responsibility for the conduct of all persons in attendance at the event and for any damage resulting from, or arising out of, the event and Renter's use of the Premises.

II. SERVICE PROVIDERS/SUBCONTRACTORS

Renter agrees that any company it engages to provide services at the Premises or which subcontract with Renter for work at the Premises (i.e. decorators, caterers, entertainment companies, audio-visual production companies) shall sign the "Subcontractor Policy Agreement" and shall comply with all rules and regulations of the facility as established by M.L.S. of Naples. Each such company shall procure and keep in full force and effect through the rental hereunder, at its own expense, the insurance required under "Subcontractor Policy Agreement", which shall include commercial general liability insurance with "personal injury" coverage and contractual liability coverage, with minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence/\$2,000,000 aggregate subject to no deductible. M.L.S. of Naples and Naples Area Board of REALTORS, Inc. shall be named as an additional insureds on all insurance policies. The definition of an additional insureds shall include all subsidiaries, officers, directors, employees, agents and representatives of the foregoing entities. Further, coverage for said additional insureds shall apply on a primary basis irrespective of any other insurance, whether collectible or not. All insurance policies or duly executed certificates for the same required to be carried hereunder, together with satisfactory evidence of the payment of the premium thereof, shall be deposited with M.L.S. of Naples at least thirty (30) days prior to the commencement of work or services on Premises. All insurance required to be carried under this Contract or the "Subcontractor Policy Agreement" shall be in form and content, and written by insurers, acceptable to M.L.S. of Naples in its sole discretion. Renter shall be liable to M.L.S. of Naples for any damage or injury caused by those companies or subcontractors Renter engages to provide services.

III. RENTAL PERIOD

During M.L.S. of Naples business hours (8:00 a.m.-4:30 p.m.), the rental period is no less than 1 hour and not more than two (2) months. During non-business hours, the rental period is no less than 1 hour and not more than six (6) months. Longer periods of rental and renewal of rental may be awarded at the discretion of M.L.S. of Naples. However, the Conference Center will not be committed for rental by M.L.S. of Naples more than one year out. The daily rental period is from 7:00 a.m. until midnight. Renter acknowledges that it has been advised that under no circumstances will the Premises be used past twelve o'clock midnight on any given day.

The use of the facilities shall be strictly confined to the time limits set forth in this Contract. Additional time required for installation or removal of equipment, meeting material set-up and/or break down, decorating, etc. shall be included in the time contracted for by Renter.

IV. COSTS / PAYMENT SCHEDULE

Renter shall pay rent to M.L.S. of Naples at the standard rental rate shown in the "Summary of Charges" section on Page 1 of the Contract, together with applicable sales and use tax. Said rates and charges shall be fixed and shall not be increased or decreased notwithstanding that M.L.S. of Naples may from time to time modify its standard rental rate schedule.

- A. All M.L.S. of Naples and Naples Area Board of REALTORS® ("NABOR") affiliated organizations shall qualify for and be subject to "NABOR MEMBER" rental rates unless the event is co-sponsored by M.L.S. of Naples or NABOR.
- B. Member Rates apply only to events for which a member is the responsible, direct event coordinator. **Member rates do not apply to events of outside clubs and/or associations and for companies for which a NABOR member is not the sole owner.**
- C. Renter shall post a room deposit of \$100.00 (or full payment, whichever is less) (the "Room Deposit"), with this signed Contract, to guarantee the use of the Premises for the designated day(s). Full payment of all remaining charges is due from Renter no less than thirty (30) days prior to Rental Date. In the event full payment is not timely received by M.L.S. of Naples, then M.L.S. of Naples shall have the right to terminate this Contract by written notice to Renter and M.L.S. of Naples shall retain the Room Deposit.
- D. All rentals shall be subject to the janitorial fee for room setup and post meeting clean-up.
- E. Multi-meeting functions are defined as a function that has more than one meeting such as a real estate school holding a post-licensing course. For the purposes of this Contract, deposits and room guarantees will be for the function as a whole, but all other fees (set-up, equipment, etc.) will be charged on a per meeting basis as if each meeting comprising the function were a single meeting. Fees at the beginning of a multi-meeting function will be honored for the duration of the function.

V. TAXES

A 6% Florida sales and use tax is currently applicable to all rentals and services provided by M.L.S. of Naples, and is payable by Renter as part of the total cost due from Renter under this Contract. If Renter has a tax number that exempts Renter from state sales and use tax, Renter shall furnish M.L.S. of Naples with the appropriate certification prior to the signing of this Contract or Renter will be required to pay the applicable sales and use tax.

VI. DAMAGE POLICIES

- A. Renter agrees to submit the following indicated damage deposits **with this signed Contract** (collectively, the "Damage Deposit"):
 - \$100.00 for events without any food or beverage, excluding alcohol.
 - \$200.00 for events with any food or beverage, excluding alcohol.
 - \$300.00 for events with any food or beverage, including alcohol.
- B. Renter hereby accepts the Premises in the condition it is in on the date Renter first uses the Premises under this Contract, and agrees to maintain Premises in same condition or be responsible for the cost of cleaning and repairs required to restore the Premises. The Damage Deposit will be refunded to Renter unless (i) after inspection of the Premises, facility and equipment by M.L.S. of Naples, cleaning or repair is needed due to misuse or damage to the Premises, facility or equipment has occurred or (ii) otherwise provided in this Contract relating to violations of the Non-Endorsement Policy described below. If M.L.S. of Naples determines repair or cleaning of the facility, Premises and/or equipment is required, the cost will be deducted from the Damage Deposit. If damages and/or costs to clean or repair the facility or Premises exceed the Damage Deposit, Renter shall be obligated to pay the additional amount required to M.L.S. of Naples on demand.
- C. To prevent damage to the Premises, Renter agrees not to attach items to any stationary wall, floor, window, door or ceiling with nails, tape or any other substance unless M.L.S. of Naples first provides written permission and instructions.
- D. Renter understands and accepts that NO SMOKING is permitted in the building or the Premises at any time. If smoking has occurred during an event, Renter acknowledges that the damage deposit **will not be returned** and Renter may be liable to M.L.S. of Naples for additional damage to the facilities or the Premises.

VII. SECURITY

- A. Security personnel are required for all social functions serving alcohol after normal business hours.** M.L.S. of Naples will contract with an outside security agency for the event. Renter hereby understands and accepts responsibility for the cost of such security, and further authorizes M.L.S. of Naples to add said costs to the rental rates described above. The presence of security does not nullify Renter's responsibility for the conduct of all persons in attendance at the event and for any damage resulting from the event. (Exceptions to this policy must be obtained in writing from M.L.S. of Naples no less than thirty (30) days prior to the event).
- B.** If required, at the sole judgment of M.L.S. of Naples, in order to maintain adequate security measures in light of the size and nature of Renter's event, Renter shall provide, at its expense, security personnel for the event from a reputable and licensed guard or security agency doing business in Naples or Collier County, which agency shall be subject to the prior approval of M.L.S. of Naples. Security personnel provided by Renter shall not carry weapons.
- C.** M.L.S. of Naples will not assume responsibility for damage or loss of any merchandise or article on M.L.S. of Naples property, brought into the facility, for any item unattended, or for any act of the security personnel.

VIII. INSURANCE

In the event alcohol is served, Renter, at his own expense shall carry **Host Liquor Liability Insurance**, in the minimum amount of \$2,000,000. A copy of the certificate of insurance coverage, naming **"M.L.S. of Naples located at 1455 Pine Ridge Road, Naples, FL"** as an additional insured, must be submitted to M.L.S. of Naples at the time of execution of this Contract.

IX. CANCELLATION

- A.** Either party to this Contract may cancel this Contract by written notice to the other party, with no penalty, no less than thirty (30) days prior to the Rental Date. If Renter cancels this Contract less than thirty (30) days prior to Rental Date, M.L.S. of Naples will be entitled to retain the Room Deposit (and additionally for a multi-meeting rental, full payment for each meeting reserved for which Renter does not give the requisite thirty (30) day termination notice), and Renter shall be responsible for any costs incurred by M.L.S. of Naples relating to the scheduled rental.
- B.** A multi-meeting function may be terminated at any time by M.L.S. of Naples if, in its reasonable discretion, the facility or the Premises is being misused or used in contravention of this Contract. In such an event, deposits and payments received that are necessary to pay for damages to the facility or Premises will be retained by M.L.S. of Naples. Funds over and above that necessary to pay for damages will be returned to Renter.
- C.** M.L.S. of Naples shall retain the right to cause the interruption or termination of Renter's event when, in the sole judgment of M.L.S. of Naples, such an act is deemed necessary in the interest of public safety. Should it become necessary in the judgment of M.L.S. of Naples to evacuate the Premises for reasons of public safety, Renter will retain possession of the Premises for sufficient time to complete Renter's event without additional rental fees, provided such time does not interfere with other scheduled commitments. If, at the discretion of M.L.S. of Naples, it is not possible to complete the event, rental fees shall be forfeited, prorated, or adjusted at the discretion of M.L.S. of Naples, and Renter waives any claim for damages or other compensation from M.L.S. of Naples.

X. POST EVENT

- A.** Renter shall be responsible when closing the building for the night, for turning off all interior lights, electrical appliances/equipment, lowering air conditioning, locking all windows, locking all doors and arming the security system.
- B.** Renter will be responsible for a \$75.00 Security System user-error fee, plus a \$100.00 Administration Fee payable to M.L.S. of Naples for any and all false alarms incurred or caused by Renter.

XI. INDEMNIFICATION

Renter and its employees, invitees, licensees, participants, and guests shall exercise the privileges hereunder at their own risk, regardless of any negligence on behalf of M.L.S. of Naples, or its agents or employees. Renter shall indemnify and hold harmless M.L.S. of Naples, and its officers, directors, employees, and agents from and against any and all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims, and demands, whatsoever, including reasonable attorneys' fees and costs, resulting from, arising out of, or in any way connected with the occupation or use of the Premises by Renter and Renter's employees, agents, subcontractors, invitees, licensees, participants or guests of Renter, or the failure on the part of Renter to perform fully any or all of Renter's obligations hereunder.

M.L.S. of Naples shall not be liable to Renter if for any reason whatsoever Renter's occupation or use of the Premises hereunder shall be hindered or disturbed.

XII. NO WARRANTIES

Renter agrees that M.L.S. of Naples does not warrant or represent that the Premises are safe, healthful, or suitable for the purposes for which they are permitted to be used under the terms and conditions of this Contract.

XIII. FLORIDA LAW AND JURISDICTION TO CONTROL DISPUTES

This Contract shall be construed, governed and interpreted pursuant to the laws of the State of Florida. Any claim or dispute arising out of or relating to this Contract, or the breach thereof, shall be determined by litigation in the appropriate court of the State of Florida, located in Collier County, and Renter hereby submits to the jurisdiction and venue of said court.

In the event that M.L.S. of Naples uses an attorney, collection agency, or other lawful method to collect any amounts due M.L.S. of Naples under this Contract, Renter agrees to pay all expenses of collection, including reasonable attorney's fees and costs, both at the trial and on appeal.

XIV. SPECIAL FACILITY RULES AND REGULATIONS

Renter agrees to abide by the special facility rules and regulations governing the use of this M.L.S. of Naples facility which are excerpted below and which may be supplemented or amended by M.L.S. of Naples from time to time in its sole discretion. **It shall be Renter's responsibility to inform their employees, subcontractors and event participants of these rules and regulations.**

- A. The Premises is part of a NON-SMOKING facility. Any smoking will result in a waiver of Renter's Damage Deposit.
- B. Setup requirements must be submitted to M.L.S. of Naples Conference Center Manager 2 weeks prior to event.
- C. A dance floor must be utilized if dancing is to be part of the event. M.L.S. of Naples can rent and set up an oak dance floor upon written request by Renter, the cost of which shall be borne by Renter. Renter understands that if a dance floor is utilized as part of their event, Renter is responsible for the removal of the dance floor immediately following its event at its sole expense.
- D. If Renter intends to have food prepared and/or served on the Premises for service, such food preparation and/or service must be performed by a licensed caterer. All alcohol must be served by a licensed caterer who has signed, and agreed to comply with the terms of the "Subcontractor Policy Agreement" prepared by M.L.S. of Naples. Renter shall be responsible, at its sole cost and expense, for obtaining and complying with all applicable state liquor licensing or permitting requirements. Renter shall provide copies of all liquor licenses or permits to M.L.S. of Naples prior to occupancy of the Premises. For more information on permitting, please contact the Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco.
- E. **NO KEGS ARE ALLOWED** under any circumstances.
- F. By State Law, no one under the age of 21 may be served alcoholic beverages.
- G. Illegal activities and substances are prohibited.
- H. Renter will fully comply with County noise ordinance and other applicable ordinances.
- I. The following items will not be permitted when decorating the walls, floor, ceiling or stages: bolts, screws, nails, staples, scotch tape, electrical tape, duct tape and glue. Questions on this policy can be referred to the M.L.S. of Naples Conference Center Manager.
- J. Crepe paper is not allowed on the walls.
- K. Open flame items of any type including, without limitation, candles or sternos are not permitted.
- L. No smoke machines can be used as part of an event.
- M. Please use birdseed, outside only, instead of rice at weddings.
- N. All exits must be clear of any obstructions, including catering supplies, so as to conform to fire and safety regulations.
- O. Packages, equipment or materials for meetings may be delivered to M.L.S. of Naples facilities three (3) working days prior to the date of the event. The following information must be included on all packages to ensure proper delivery: M.L.S. of Naples Conference Center Rental Manager's Name, Event Name, Renter's Name, and Date of Event.
- P. The M.L.S. of Naples phone number shall not be used on any promotional materials for Renter's event.
- Q. Renter shall not state or infer that its program, product or service is in any way supported or endorsed by M.L.S. of Naples or by the Naples Area Board of REALTORS® (NABOR). If Renter's program, product or service is intended for or is being marketed to members of M.L.S. of Naples or to members of Naples Area Board of REALTORS® (NABOR), Renter shall advise attendees that its program, product or service is not endorsed or recommended by M.L.S. of Naples or by Naples Area Board of REALTORS® (NABOR). Every Renter shall be required to execute the Non-Endorsement Addendum attached hereto acknowledging the full policy of M.L.S. of Naples.

XV. NON-ENDORSEMENT ADDENDUM

Renter acknowledges that this Contract does not imply, and does not provide Renter with, a right or cause to advertise or otherwise make any representations that M.L.S. of Naples or the Naples Area Board of REALTORS® (NABOR) has endorsed, sponsored, warranted, guaranteed, or approved any program, event, class, product, equipment or service of Renter. Renter is strictly prohibited from conducting any advertising activities or making any representations that M.L.S. of Naples or the Naples Area Board of REALTORS® (NABOR) has endorsed, sponsored, warranted, guaranteed, or approved any program, event, class, product, equipment or service of Renter. Further, except for the limited purpose described in Article XIV, Section Q of the Contract, Renter shall be prohibited from using the names of M.L.S. of Naples, the Naples Area Board of REALTORS®, or NABOR, their trademarks, logos or phone numbers in any promotional material or other writing relating to Renter's event without the express written consent of M.L.S. of Naples. Such prohibited use shall specifically include, without limitation, use by Renter of any of the foregoing names for purposes of providing directions to Renter's event. Any such action by Renter shall be cause for immediate termination of the Contract and M.L.S. of Naples shall be entitled to any and all rights and remedies available in law or equity against Renter. In addition to such rights and remedies, and not as a limitation of said rights and remedies, M.L.S. of Naples shall be entitled in its discretion to retain the Damage Deposit posted by Renter for a violation of this policy. All remedies of M.L.S. of Naples shall be cumulative.