

Community Room Rental Agreement

This AGREEMENT ("Agreement") is dated as of _____, (the "Effective Date"), by and between

Scripps NP Operating, LLC d/b/a Naples Daily News ("Naples") and _____ ("Group").

WHEREAS, Group desires to rent the Community Room (the "Room") located in the Naples Daily News building at 1100 Immokalee Rd., Naples FL 34110, in accordance with the information provided in this Agreement. Group is responsible for communicating the terms of this Agreement to the relevant individuals associated with and attending the Event.

Renting Group _____

Primary Contact _____

Address _____

State _____ Zip _____ Phone _____

Email _____

We suggest you schedule an onsite equipment test prior to your event, CALL 239-263-4878 or rcatonsr@naplesnews.com

Requested Date(s) 4 RENTAL DATES PER MONTH (MAX)

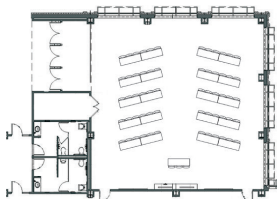
Date: _____ Event Time _____ to _____ Attendance #: _____ Arrival Time: _____

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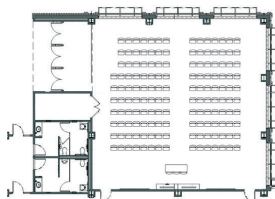
Date: _____ Event Time _____ to _____ Attendance #: _____ Arrival Time: _____

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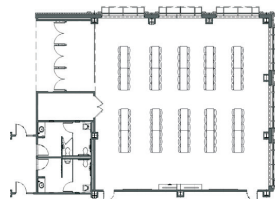
Room Set Up Options



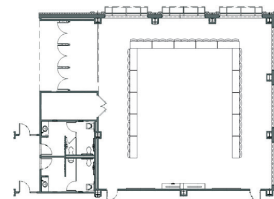
CLASSROOM
up to 63 SEATS



THEATER
up to 150 SEATS



U SHAPE
up to 45 SEATS



TABLES & CHAIRS
up to 125 SEATS

OTHER
up to 150 SEATS
Please supply a diagram

Room Rental Rates

▼ CHECK ONE

	UP TO 8 HOURS MIN per event date
<input type="checkbox"/> INDIVIDUAL/GROUP/BUSINESS	\$600*
<input type="checkbox"/> QUALIFYING NDN ADVERTISERS	\$200†
<input type="checkbox"/> NON PROFIT	\$200†

* Includes \$200 non refundable scheduling fee per event date.

† Non refundable scheduling fee per event date.

Audio Visual Needs

- Handheld Wireless Microphone
- Lavalier Microphone
- Podium Internet Access
- Screen LCD Projector

Naples Daily News

Attention **Trish Priller**

📞 239-435-3467

📍 1100 Immokalee Road | Naples, FL 34110

📧 TPriller@NaplesNews.com

Rental Agreement Terms

Full terms and conditions are detailed below. All of the terms hereof are hereby incorporated herein as part of this contract.

Each Group must designate a contact person at the time of reservation who will be responsible for arrangements, including set up and payment. The contact person must be present throughout the use of the Room and will be the only person authorized to make changes in the arrangements memorialized in this Agreement, unless otherwise agreed.

BASIC OPERATIONAL CONDITIONS:

1. Rental Hours are Monday-Friday, 8:00 a.m. to 5:00 p.m. Set up and clean up must be accomplished within these hours.
2. Group is responsible for Room clean up and will be charged a fee if the Room is not left in clean condition.
3. Catering of food and non-alcoholic beverages is permitted. Alcohol is not permitted on site. Group is responsible for clean up and removal of food and beverages immediately after the Event.
4. If Group decides to hire any type of security personnel NDN must be notified prior to rental date.
5. Naples is a smoke free facility. Smoking is prohibited in all areas except the designated outside areas.
6. The Group agrees to use the community room in a dignified fashion and in keeping with the reputation and image of the Naples Daily News. The Naples Daily News reserves the right to decline any room rental agreement deemed inappropriate or incompatible with the Mission of the Naples Daily News.

CANCELLATION/REFUND POLICY: Cancellations must be in writing and received at least fifteen (15) days prior to the Event to receive hourly rental rate. Scheduling fees are non-refundable. Cancellation may be made in writing by e-mailing Trish Priller at tpriller@naplesnews.com. Group (including qualifying NDN advertisers and non-profits) will be charged the scheduled hours rate for cancellations received less than fifteen (15) days prior to the Event. Naples reserves the right to cancel any Event no later than fifteen (15) days prior to any scheduled Event. In the event of cancellation by NDN, NDN shall refund any deposits and/or prepayments, less any cancellation fees, if appropriate, to Group within five (5) days of the notice of termination.

_____ (Initial)

FINAL SETTLEMENT: A final settlement statement will be sent to Group for any additional charges incurred. Group is responsible for cleanup and any damages or repairs needed as determined by Naples. The statement will reflect the total charges, less payments received. Final payment is due fifteen (15) days from statement date.

_____ (Initial)

EQUIPMENT RENTAL (if applicable): Group is responsible for any loss or damage to the electronic equipment in the Room that occurs during the time Group is using the Room and agrees to pay for all loss or damage resulting from the use of such equipment. Any charges will be added to the final settlement statement.

If Group uses Naples' Lavalier microphone and upon completion of Group's event, the Lavalier microphone is not returned, a replacement cost of \$270 will be added to the final settlement.

Electronics must be used only with compatible electronics and Naples does not provide technical assistance for equipment set-up prior to or during meetings. If you are in doubt as to whether your audio/visual and/or computer equipment is compatible, we strongly advise that you do an onsite test of your presentation in advance of your scheduled meeting. Naples will allow Group to do an onsite test for this purpose at a mutually convenient time for both parties. Please contact 239-263-4878.

_____ (Initial)

INSURANCE: Group agrees to maintain Commercial General Liability insurance with limits not less than \$500,000 per occurrence for bodily injury and property damage and to furnish NDN a certificate of insurance evidencing such coverage and naming Naples Daily News, its parent and affiliates as additional insureds. For any activity introduced onto the premises by an outside contractor hired by Group, Group will be fully responsible for the actions of such outside contractor. Upon request, Group will provide contractor's certificate of insurance to NDN, naming Naples Daily News, its parent and affiliates as additional insureds with regard to the activities of such outside contractor.

_____ (Initial)

INDEMNIFICATION AND HOLD HARMLESS: Group agrees to defend, indemnify, and hold harmless NDN, its parent and affiliates from and against all loss, injury, damage, claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising in whole or in part from the act or omissions of Group, its members, employees, invitees or contractors.

_____ (Initial)

CHANGE NOTICE: Any changes to these terms must be made in writing and signed by both parties to be effective, no later than fifteen (15) business days before the Event. Additional dates require a new contract and payment schedule per NDN.

_____ (Initial)

DAMAGES: Except for the indemnification obligations, neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages.

_____ (Initial)

GOVERNING LAW; JURISDICTION: This Agreement shall be governed by and construed under the laws of the State of Florida. Any controversy, claim or dispute arising out of or relating to this contract shall be brought in any court of competent jurisdiction in the state in which is located for trial and pursuant to the party's agreement and to the extent permitted by law, determined without a jury.

_____ (Initial)

ATTORNEYS FEES: In the event any legal action is taken by NDN against the other party to enforce one of the terms and conditions of this Agreement, it is agreed that if successful, NDN shall be reimbursed its court costs, reasonable attorney's fees, and expenses incurred. In addition, NDN shall be reimbursed for all reasonable costs (including reasonable attorney's fees) incurred in seeking collections or monies due pursuant to this Agreement.

_____ (Initial)

WAIVER: If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement.

_____ (Initial)

ENFORCEABILITY: If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

_____ (Initial)

ACCEPTANCE: Signing this Agreement constitutes approval and acceptance of all policies stated on this Agreement. This agreement must be signed and returned to the Naples Daily News by email to tpriller@naplesnews.com, or delivered to 1100 Immokalee Road, Naples, FL 34110, ATTN: Trish Priller – at least ten (10) days prior to Event Date. A faxed or electronically imaged copy of this executed Agreement shall have the same effect as if an original.

_____ (Initial)

THIS AGREEMENT IS VALID AND BINDING UPON ACCEPTANCE AND EXECUTION BY GROUP.

Approved & Accepted by:

Group Signature/Date _____

I understand that Commercial General Liability Insurance is required by Group prior to event date. See details under CONDITIONS FOR RENTAL.

Approved and accepted signature by Group authorizes Naples to charge the Room Rental Rate to the credit card provided below.

Method of Payment

Full payment is required at time of reservation.

AMOUNT PAID: \$ _____ CASH

CHECK: Payable to Naples Daily News, NIE

CREDIT CARD: Visa Mastercard American Express

CARD #: Call 239-435-3467 with card number EXP: _____

Name on card: _____