



Tuesday, May 05, 2015

## **The Naples Beach Hotel & Golf Club**

(Hereafter, the hotel)

### **LETTER OF AGREEMENT**

## **Jones-McCaughan Wedding Rooms**

(Hereafter, the client)

### **CLIENT CONTACT**

Cameron Jones  
402 Highland Ave  
Apt 46  
Somerville, MA 02144  
850.445.7225  
cameronjones25@gmail.com

### **HOTEL CONTACT**

Justine Grodzki  
Catering & Conference Services Manager  
The Naples Beach Hotel & Golf Club  
851 Gulf Shore Blvd. North  
Naples, FL 34102  
239-435-2453  
239-435-4366  
j.grodzki@naplesbeachhotel.com

Jones-McCaughan Wedding Rooms  
10/21/15

Please review this information and then sign and return the contract to confirm your function.

### **SCHEDULE OF EVENTS**

The Hotel is holding event space as follows. The event space(s) listed below are subject to change for rooms of like size. Any changes requested in the agenda after the receipt of this contract are based upon space availability at the time of the request.

Date	Time	Event	Function Space	Setup Style	Att.
10-23-15	07:00 PM-09:00 PM	Reception	Chickee	Reception	100

Although the Hotel customarily charges a rental fee for use of the event space, based on the Food and Beverage minimum required, space as outlined above will be provided complimentary. If there is a substantial drop of anticipated revenue caused by event changes and/or reduction in attendance, the Hotel reserves the right to reduce the size of the complimentary space to be provided.

### **FOOD AND BEVERAGE MINIMUM**

Based on the approximated number of guests set forth in the Schedule of Events as stated in this agreement, a minimum of **\$5,000** (exclusive of a 20% taxable service charge and 6% sales tax for indoor events; 25% taxable service charge and 6% sales tax for outdoor events; both are subject to change) in food and beverage will be spent at your function. Should **Jones-McCaughan Wedding Rooms 10/21/15** not achieve the above guarantee; the shortfall will be charged to the Master Account. (Plus a 20% taxable service charge and 6% sales tax for indoor events; 25% taxable service charge and 6% sales tax for outdoor events)

INITIAL: \_\_\_\_\_

### **FOOD AND BEVERAGE SERVICE**

The Hotel operates a full catering service. No food or beverage of any kind will be permitted to be brought into the Hotel or leave the premises by the host or invitee.

### **BEVERAGE POLICIES**

Provisions of the Hotel's liquor license prohibit patrons from providing alcoholic beverages from outside sources. If alcoholic beverages are served on the Hotel premises (or elsewhere under the provision of the Hotel's liquor license), the Hotel is required to request proper identifications (photo identification of anyone of questionable age) and refuse alcoholic beverage service to any person who fails to present proper identification or who appears to be intoxicated, according to the Hotel's discretion, consistent with the applicable state regulations. If a client has purchased a host bar the Hotel will not distribute hard liquor in the form of a shot but will provide mixed cocktails.

### **ROOM RENTAL FEE**

There is a **\$0** room rental fee, subject to 20% taxable service charge and a 6% sales tax, required by the hotel and is non-negotiable. If event is cancelled within 59 days or less 100% of the room rental fee will be collected by hotel in full.

### **VALET PARKING**

Valet parking for events on the Beach Side of the Hotel is complimentary for events of fewer than 75 attendees. Functions of 75 or more attendees will be assessed a \$3.00 per person support fee. Valet parking for events on the Conference Center side of the hotel must be contracted at \$3.00 per person, minimum of \$75. Gratuities are discretionary and may be hosted in advance. Groups of 300 or more require a Naples Police Officer at a minimum of \$250 per event.

### **INITIAL PAYMENT / PAYMENT FOR FUNCTION(S)**

A non-refundable initial payment of **\$2,000** is required in the form of personal or cashier's check upon the return of your signed contract and will be credited to your Master Account. No Space will be guaranteed without a Signed Contract and Initial payment on File.

\$2,000	Upon return of signed contract
Full estimated remaining balance	10 days prior to event

The Hotel requires full payment of function estimated charges, based on guarantee, ten (10) working days prior to scheduled function date. Payment can be made by cashier's check, certified bank check, cash, or approved credit card. If any additional charges are incurred the day of the function, they will be collected at the conclusion or charged to the credit card on file. ***PLEASE NOTE WE DO NOT EXTEND DIRECT BILLING.***

*When paying by check, please make check payable to:*

The Naples Beach Hotel & Golf Club  
ATTN: Justine Grodzki  
851 Gulf Shore Blvd North  
Naples, FL 34102

**\*\*Failure to adhere to hotel billing policies may result in cancellation of event**

### **SPECIAL PERMITS**

Display of fog machine or pyrotechnics requires a special permit application from the City of Naples Fire Marshall prior to the event. Prepayment of application fee is required. City of Naples Fire Marshall prohibits open flame/candles. All candles must be enclosed.

### **Outside Vendors**

The Naples Beach Hotel has an extensive list of professional vendors that have met the hotel's policy and procedures to work on the property. Upon signing of this agreement the hotel's preferred vendor list will be provided to the client to assist in the selection process. The hotel does keep the list at a manageable size and are happy to refer many more vendors than this. Client may also choose to go with a vendor outside of our recommendation. Before signing a contract with a vendor outside of the list, it is required for all vendors to complete several documents and carry their own business liability insurance. These documents must be provided to your Catering/Conference Service Manager prior to the start of event(s) to ensure that vendor will be permitted to perform at the client's event.

Client Initial \_\_\_\_\_

### **Welcome Bag Deliveries and/or Agendas**

To ensure the proper delivery of welcome bags to your guest's rooms all arrangements must be made with your Catering/Conference Services Manager a minimum of two weeks prior to the start of event.

Charges are as follows:

- \$2.00 per room for under the door
- \$3.00 per room for in the room baskets or bags.
- \$1.00 charge for each additional bags or baskets delivered to the room. (i.e. 3 bags to one room would be \$5.00)

Deliveries will be charged to the master account or individual credit card. The Bags/Agendas must be delivered to the Catering/Conference Services Manager prior to your first guests' arrival. Deliveries will be made after 9 am and prior to 9 pm, personalized bags must note names of all persons in the room or review a rooming list with your Catering/Conference Services Manager to ensure the correct name is listed. Envelopes or paper agendas may be given out by the front desk as your guests check-in at no charge.

Client Initial \_\_\_\_\_

### **PACKAGES**

The following information must be included on all packages to ensure proper delivery:

- 1) Event Name
- 2) Attention: (person to pick up)
- 3) Date of Event
- 4) Catering/Conference Service Manager's Name

Handling and storage fees incoming and outgoing are as follows:

\$3.00	Up to 50 lbs
\$10.00	51 lbs. To 75 lbs

Any packages over 75 lbs. must be handled by a private shipping company. Boxes should not arrive more than 10 days in advance of the event start date. There is a \$2.00 per box charge without shipping labels.

### **SIGNAGE**

In order to maintain an atmosphere within the Hotel most conducive to the Client's event and to the needs of other guests, the Hotel has adopted strict policies regarding signage, displays, packages, boxes, crates, deliveries, sub-contractors and third parties. No signage of any kind is permitted in the Lobby or on the public grounds without prior approval. The Hotel can have signage printed at prevailing rates.

The hotel has also adopted strict policies regarding the usage of its trademarks. Any printed forms or literature pertaining to the Hotel or the use of the Hotel logo and/or visual aids must have prior written approval from the Hotel. This approval includes radio, television, newspapers, printed tickets or any other form of advertising.

### **AUDIOVISUAL EQUIPMENT**

For the Client's convenience, in-house, state-of-the art audiovisual equipment is available for rental for all of the Client's audiovisual needs. It is the Hotel's recommendation that all audiovisual requirements be supplied and serviced by the in-house audiovisual department. Fees may apply when another audiovisual company provides service at the Hotel. For all presentation material's developed by client to be displayed during the event, material must be provided to the in-house audiovisual department (7) seven days prior to event to ensure the presentation is properly executed.

### **OUTDOOR ENTERTAINMENT**

All outside entertainment and functions on the Hotel must conclude no later than 10:00 PM. This is in accordance with local ordinances and the respect for other Hotel guests.

### **GOLF**

Golf tee times are subject to 72 hour cancellation period, but at least 85% of all tee times booked by the Client are the liability of the Client

### **SPA AND TENNIS**

Reserved times are subject to 72 hour cancellation period, but at least 85% of all reserved times booked by the Client are the liability of the Client. To protect Spa appointment slots, please call the Spa as soon as possible

### **AMERICANS WITH DISABILITIES ACT (ADA)**

The Hotel represents and warrants that its facilities and services comply with all applicable laws, rules, and regulations including but not limited to the requirements of the American Disabilities ACT (ADA), ADA rules and regulations. Any areas needing compliance, the Hotel will make necessary accommodations to conform.

### **SECURITY**

The Hotel will not assume responsibility for damage or loss of any merchandise, articles, or other property brought into the Hotel. If the Client has special security needs, with advance notice; the Catering/Conference Services Manager can assist in arranging for security officers at a fee of \$30.00 per officer, per hour. The Hotel requires a minimum of 3 hours security coverage.

### **INSURANCE**

The Hotel and the Client each agrees to carry adequate liability and other insurance protecting itself against any claims from any activities conducted in the facility during the event/meeting.

### **LIABILITY**

The Hotel does not accept liability for any lost, stolen or damaged items left in function space regardless if those rooms are secured by personnel from the Client or the Hotel. The Client will not affix anything to the walls, floors, ceilings, furniture, furnishings or any other Hotel property unless approved by the Hotel is received in advance, in writing. In the event any of the foregoing is done without the Hotel's authorization, the cost of any repair and/or replacement will be paid by the Client.

### **INDEMNIFICATION**

The Hotel shall indemnify and hold harmless the Client against all loss, expense, damage or injury to any registrant, attendee, guest, member, employee or agent of the Client arising out of the negligence or willful misconduct of the Hotel, its agents or employees. The Client shall indemnify and hold harmless the Hotel against all loss, expense, damage and injury arising out of or resulting from the negligence or willful misconduct of the Client, its agents or employees.

### **FORCE MAJEURE**

No damages shall be due for a failure of performance occurring due to Acts of God, war, government regulation, riots, disaster or strikes, any of which make performance impossible, and either party may cancel the agreement without liability with written notice to the other party under the occurrence of these circumstances.

### **CANCELLATION**

Should the entire event cancel; the Hotel will incur a loss of rooms and/or food and beverage, and/or meeting space rental revenues. Should this situation occur, the following cancellation policy will apply:

6 months from the date of the event: ~ 25% of any sleeping room and estimated food and beverage revenues.  
90 days from the date of the event: ~ 50% of any sleeping room and estimated food and beverage revenues.  
60 days from the date of the event: ~ 75% of any sleeping room and estimated food and beverage revenues.  
59 days or less from date of event: ~ 100% of any sleeping room and estimated food and beverage revenues.

**POSSIBLE ADDITIONAL CHARGES**

There is a possibility of additional charges from or regarding outside vendors. Possible examples of additional charges include the following: Additional Electrical Power for DJ or Band, Décor, Microphones, Sound Systems, Video Monitors, Audio Visual Technicians (Provided by Encore), Elaborate Menu or Cake Tasting.

**OPTION DATE**

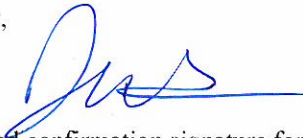
This Contract is valid until **June 5<sup>th</sup>, 2015** at which time the Hotel reserves the right to renegotiate any or all of this agreement. Should we receive your confirmation prior to the due date, along with the accompanying advance initial payment, we will confirm all the arrangements on a definite basis.

**CONFIRMATION**

This constitutes the entire contract between the parties and may not be amended or changed unless done so in writing and signed by **The Naples Beach Hotel & Golf Club and Client**

**The Naples Beach Hotel & Golf Club** is looking forward to hosting your event and I personally assure you that your event will be both a memorable and successful affair.

Sincerely,



Authorized confirmation signature for:  
**The Naples Beach Hotel & Golf Club**

\_\_\_\_\_  
(Client Signature)

\_\_\_\_\_  
05/05/2015

\_\_\_\_\_  
(Print Name)

**Authorized confirmation signature for The Naples Beach Hotel & Golf Club**

\_\_\_\_\_  
Justine Grodzki  
Catering & Conference Services Manager  
05/05/2015

**Authorized confirmation signature for The Naples Beach Hotel & Golf Club**

\_\_\_\_\_  
Susan Savino  
Director of Catering/Conference Services

\_\_\_\_\_  
05/05/2015



## **BANQUET POLICIES & PROCEDURES**

*All reservations and agreements for Banquet Event Orders as scheduled/contracted are made upon, and are subject to, the rules and regulations of The Naples Beach Hotel & Golf Club, and the following conditions:*

### **BANQUET SERVICE CHARGE**

All Charges are subject to a 20% taxable service charge and a 6% sales tax. Outdoor functions are charged a 25% taxable service charge and a 6% sales tax, which is still applicable if conditions require moving the event inside after set up has begun.

### **FOOD AND BEVERAGE**

Due to legal liability for all food and beverages served on premises, as well as licensing restrictions, The Naples Beach Hotel & Golf Club requires that only food and beverages purchased from the Hotel be served on property.

### **FUNCTION SPACE**

Function space is assigned by the Hotel according to the guaranteed minimum number of people anticipated. The Hotel reserves the right to reassign appropriate space for the group's function in the event the estimated number of attendees changes, or as otherwise deemed necessary by the Hotel. Functions must be confined to contract designated areas.

### **GUARANTEES**

In arranging for private functions, the attendance must be definitely specified and communicated to the Hotel by 12:00pm seventy-two (72) business hours in advance. This number will be considered a guarantee, not subject to reduction and charges will be made accordingly. The Hotel will prepare for 5% above the guaranteed number, if requested. Guarantees for Saturday, Sunday and Monday are due by 12:00pm the preceding Wednesday. If a guarantee is not given to the Hotel by 12:00pm on the date it is due, the lower number on the Banquet Event Order will automatically become the guarantee. Special Meals for Health, Dietary and Religious reasons may be arranged with the Catering Manager in advance. The exact number of special meals must be included with your final guarantee. If a Pre Set is required for any course served at a Banquet function, the hotel will Pre Set based on the guaranteed number of people. Any additional Pre Set requests will be charged at an additional fee.

### **DECORATIONS / BALLOONS**

The customer is responsible for the removal of all decorations; however, the use of confetti is not permissible. Helium balloons that are inside the ballrooms must be deflated and/or removed at the end of the function by the Client. If a balloon is released into the Pre-function areas and/or Ballroom ceiling grid area(s), fees will apply for its removal. Should the Fire Safety System be activated, it will result in a \$2,500.00 charge.

### **ELECTRICAL REQUIREMENTS**

Power requirements for The Naples Beach Hotel & Golf Club must be handled by the Hotel's in-house Engineering Department. Additional costs will be charged to the group based on the necessary power requirements needed. Arrangements can be made through your Catering/Convention Services Manager.

### **LIABILITY**

The customer assumes responsibility for any damages caused by it or any of its guests, invitees or other persons attending, in any part of the hotel. The Hotel is not responsible for any items that may be left in the function areas.

### **LOST AND FOUND**

The Naples Beach Hotel & Golf Club does not accept any responsibility for the damage or loss of any merchandise or article left in the Hotel prior to, during, or following the function.

### **MINIMUMS AND LABOR CHARGE**

A Service Charge of \$75.00 per bartender is applicable whenever minimum beverage sales are less than \$400 per bar. If client request bar to remain opened after original event time line each additional hour will be charged \$35.00 per bartender. Room setups changed within 24 hours to start of function will result in setup fees charged to the client's master account. Fees are based on size of group/meeting and must be consulted with the Catering/Convention Services Manager prior to change.

### **OUTDOOR EVENTS**

The Naples Beach Hotel & Golf Club reserves the right to make the final decision regarding outdoor functions. The decision to move a function to an indoor location will be made (3) three hours prior to start time of event based on prevailing weather conditions and the local forecast for all evening functions. Should the weather forecast report 30% or more precipitation in the area, the scheduled function will take place at the designated back-up location. Temperatures below 60 degrees and/or wind gusts in excess of 20 mph will also be cause to hold the function indoors. Should a customer insist on having a function outdoors, against the Hotel's discretion, and the staff has to re-set indoors due to weather conditions, a \$10.00 per person surcharge will be added to the customer's menu price

### **OUTSIDE CONTRACTORS**

The Hotel reserves the right to advance approval of all outside contractors hired for use by the Client. The Hotel will, upon reasonable notice, cooperate with outside contractors. Hotel facilities are available to outside contractors to the extent that their function does not interfere with the use of the facilities by other guests. All outside contractors must submit proof of insurance, engineering/electrical needs and Fire Department permits to the Hotel thirty (30) days prior to their set up. All rigging must be administered by The Naples Beach Hotel & Golf Club personnel. Only Encore and The Naples Beach Hotel & Golf Club Set Up Department has access to the Sound Board, therefore, The Naples Beach Hotel & Golf Club reserves the right to charge outside Audio Visual vendors patch fees, and where applicable, labor fees accordingly for the use and maintenance of the Hotel's sound system. Smoking by outside contractors in the public areas, storage areas, or on the loading dock of the Hotel is prohibited. The customer is responsible for any damage an outside contractor incurs while in the employ of a customer.

### **PAYMENT**

The balance of the account shall be made ten days in advance of the function with approved credit card, cash or cashier's check.

### **SIGNS AND BANNERS**

No signs or posters are permitted in the main hotel lobby. Signage on the meeting room levels will be permitted upon approval from the Catering/Convention staff. Only one (1) sign in front of a meeting/function room is acceptable. Signage should be of professional quality and approved by the Hotel. No signs, posters, banners, or printed material will be allowed to be pinned, taped, or affixed in any way to doors, walls or ceilings. The Hotel's Set Up Department will assist with hanging banners/signs. Prices will vary based on location of item(s) and labor involved.

### **SMOKING**

No smoking will be permitted inside such as the function rooms, pre-function areas or any of its public space. Smoking is permissible only in the designated outside areas.

### **STORAGE**

Customers or contractors cannot use Hotel public areas and service hallways for storage of supplies or equipment.

### **TAX**

All federal and state taxes which may be imposed or be applicable to this agreement and to the services rendered by the Hotel are in addition to the prices herein agreed upon. Tax exempt groups must provide a Florida Tax Exemption certificate.