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Terms of Use for Event Hosting

Allotment of Time

Good advanced planning makes for a smooth event for one and all. The Knickerbocker staff has extensive experience hosting a variety of events on site and will gladly provide advice and guidance as to event duration, and recommended time from set up to take down.

When hosting an event at The Knickerbocker, use of the facility is charged hourly and shall always be rounded up to the nearest half hour. Use is charged from the time we open the door to begin setup to the time we lock the door after clean up. Hourly rates vary according to time of day.

Any extensions of time must be pre-arranged and paid for at least 14 days in advance of the event so that appropriate staff may be scheduled in consideration of other things happening at the Knickerbocker immediately proceeding or following your event. Day of extensions of party time will be considered on a case-by-case basis in accordance with staff constraints and venue schedule.

Planning Meetings

Included in your event fee is one hour-long, on-site meeting at The Knickerbocker accompanied by our event coordinator or estate manager. To ensure a smooth event for all, we encourage service providers, particularly your chosen caterer, event staging and entertainment vendors to visit the property in advance of your event. Family and friends who are participating in the planning process are also welcome to attend. However, please keep in mind, many participants render many opinions and often make for a lengthy and unproductive meeting.

Additional meetings or extended meeting times will be billed at a rate of \$80/hour with a one hour minimum charge per additional visit. Meetings times are by appointment only. If a vendor needs to make a quick site visit to verify site conditions, take a quick measurement, etc., we will be happy to allow him or her in at no charge on days where Knickerbocker maintenance staff are already onsite to set up, clean, or perform other maintenance work. Vendors should call our office directly at 239-676-0088 to make such requests.

Event Staffing

During the set up, duration of the event, and take down, The Knickerbocker shall provide at least one on-call or on-site staff person who will be ready to assist with any facility questions and to coordinate with hired caterers, entertainers, and other service providers.

Knickerbocker staff will only set up and take down all banquet equipment being provided by our venue. Our staff will welcome your guests as they arrive and direct guest parking. Our staff will also monitor restrooms throughout the course of the event, tidy as necessary, and restock with toilet tissue, hand towels, and soap.

The Knickerbocker does not include staff to provide decorating, security, bartending, food service, valet or cleaning staff, except by extra charge with arrangements made in advance. Caterers and bartenders are responsible for cleaning up after their own operations and shall haul their own garbage away from the site.

Third-party vendors, event host, and its guests shall follow the direction of Knickerbocker staff to ensure respectful use of the property, and respect for our neighbors. The contracting party shall be fully responsible for any/all violation of rules, whether it be by its guest(s) and/ or by its hired third-party vendor(s).

Areas Available for Event Use

Use of The Knickerbocker for hosting special events is limited to the outdoor grounds, pool/lanai area, and interior common area rooms only, to include the Foyer, Great Room, Living Room, Dining Room, Kitchen, Game Room, and restrooms. One half of the South garage shall also be made available for caterer or other vendors to use.

The His & Her Master Bedroom Suites shall be made available for wedding party and immediate family to dress; do hair, makeup; and photography in advance of event, beginning with the start of setup. Master bathrooms need to be cleared of personal items prior to guest arrival so that our staff may further tidy and make those facilities available for guest use during event.

During the event, access to bedrooms shall be restricted and not available for use. We will be glad to make a quiet, complimentary bedroom available to any elderly or frail guest or for families with young children. Baby gear can be made available by prior arrangement.

Venue Capacity

Each event is different. Please refer to the scaled floor plans for an idea of how many guests can be accommodated in the various areas of the property.

Generally, for a sit-down dinner around the pool/lanai area, our maximum capacity is 200–225 guests, if planned and coordinated by experienced event planners. For a sit-down dinner held indoors, without room for dancing or entertainers, our maximum capacity is 140–165 people. Please note, however, for indoor events, additional charges may be applied in consideration of the cost to move and reset house furnishings to make room for banquet furniture.

Events where the number of guests are underestimated and misrepresented are subject to penalty at triple the rate had renter properly represented the number of guests attending the event. Management reserves the right to end event immediately and/or to charge the responsible party for such misrepresentation and abuse. Any and all legal expenses, including court costs and customary attorney's fees to recover from the renter, will be the sole responsibility of the renter as penalty for misrepresenting intended use of the property.

Parking and Driving on the Lawn

The front lawn is commonly used for guest parking. The Knickerbocker will provide staff to guide guests to park in an orderly fashion. This service is provided to ensure smooth flow of vehicles in/out of the property, especially as guests depart.

All paved surfaces shall be cleared of parked vehicles 30–60 minutes prior to the start of the event and shall remain clear for the duration of the event. This is to provide safe and smooth ingress and egress for emergency vehicles. Vendors dropping off food, beverage, and equipment may use the driveway to come close to the house/garages for loading and unloading only. Once they have completed their loading and unloading, vehicles must be moved off paved surfaces and parked in an orderly fashion on the lawn as with all other guest vehicles.

Under no circumstances shall any vehicle drive over either of the two septic and drain field systems on the property. Those areas are recognizable as the mounds elevated approximately 2–3 feet higher on the north and south side of the house. If it is necessary to bring a vehicle to the rear yard, use of the paved concrete driveway along the north side of the house is required.

Particularly during rainy season, saturation and softness of lawn should be considered before allowing heavy commercial-type vehicles to drive on the lawn. Renter is responsible for rectifying any damages to grounds caused by either its own guests or its chosen vendors, including but not limited to repair of lawn, landscape material, septic system, and underground sprinkler system.

Restrooms

There are a total of four restrooms easily accessible for guest use during an event. This includes the master suite restrooms located at the far ends of the lanai. Any personal contents present in the master suite restrooms from dressing, etc., must be removed so that the master suite restrooms may be made available for guest use during reception.

Knickerbocker staff will monitor and tidy restrooms and restock with toilet paper, hand towels, and hand soap throughout the course of the event.

Event host, renter and/or their service providers are responsible for closely considering if restrooms are adequate for the size of their party. Should it be determined additional restroom facilities are necessary, portable restrooms must be brought in at the expense of event host/renter.

Pest Control and Lawn Care

Quarterly pest control services are provided inside and around the immediate perimeter of the home. The Knickerbocker, however, is a natural, native South Florida sub-tropical environment where, during certain times of the year, fire ants, mosquitos, and other insects naturally exist. When opting for a ceremony, reception, or other activities upon the grass, we suggest considering a special application of spray to control fire ants and mosquitos just in advance of the event. The additional cost of that application is \$450 per 1/4 lot. Mosquito control can also be arranged just prior to the event at a rate of \$250 per acre.

Given our tropical climate, guests accept that nothing is 100% fool proof, and that bugs, spiders, geckos, and other natural but “unwanted friends” are a natural phenomenon both indoors and outdoors and beyond anyone’s total control.

Event Furnishings

User may not rely on the use of the home furnishings of The Knickerbocker to entertain for any special event exceeding twenty guests. Proper use of commonly used banquet tables, chairs, etc., must be arranged in advance in accordance with the expected number of guests attending and food and beverage service to be provided.

The Knickerbocker provides banquet tables (8’ rectangular, tall cocktail, café tables, 48” round, 60” round, and sweetheart), high-quality white folding chairs, and black- or crème-colored linens as part of our services. Since every event is different, use is charged in accordance with the equipment you expect to use. Please refer to the price list for a list of available equipment and charges.

When renting from The Knickerbocker, there are no delivery fees. Our equipment prices also include set up and take down anywhere inside the home, in the pool lanai area or anywhere within a 25’ perimeter of the home. Set up on lawn greater than 25’ from perimeter of the home is subject to additional charge in light of the extra labor to hand-carry equipment long

distances across grassy areas.

If you require additional or different types of banquet tables, chairs, or linens our staff will be happy to assist in procuring those on your behalf or you may arrange separately. The Knickerbocker allows 3rd party equipment to be brought in only in circumstances where we do not have that equipment readily available on site.

Special Charges for Moving of Furnishings and Artwork

Under no circumstances shall the house furnishings (furniture, window treatments, pictures, mirrors, lamps, rugs, artwork, etc.) be moved by anyone other than labor under the direct supervision of Knickerbocker management. The Knickerbocker will consider advanced requests to relocate or remove house furnishings.

The event host or renter shall in ALL cases be responsible for extra charges to relocate and/or remove any furnishings both prior to and after the event. Any cost to store items off site, if necessary is also the responsibility of the event host or renter. Generally, the charges to move property contents are \$100/hour for a 2-man crew supervised by management with a 4-hour minimum.

There is no charge for our staff to relocate and replace pool lounge chairs and outdoor patio furniture for your event. Moving of the BBQ grill, however, is subject to additional charge. If you don't care for its appearance, consider draping it before moving it.

Music and Entertainment

The Knickerbocker is located in a residential area. Loud music, the use of speakers, or other projection systems should be used in close consideration of our residential neighbors. Accordingly, all loud dance music is to be played indoors so the walls of the house help muffle the sound. Set up for entertainment around pool area will also be allowed provided that speakers are placed to minimize projection of sound beyond pool area. Throughout the course of the event, Knickerbocker staff will monitor noise levels in consideration of our neighbors. DJ, musicians, or other entertainers *MUST* adjust volume down at the direction of Knickerbocker staff. So as to end your party on time, we suggest all dance music be terminated or toned down 15–30 minutes prior to event end time.

Alcohol Consumption

Event host, renter and/or their service providers must provide licensed and insured bartenders to serve alcohol. A copy of license and proof of insurance must be presented no later than 14 days prior to the event.

The Knickerbocker reserves its right to penalize event host and/or renter for damages and/or lewd behavior or uncontrolled consumption.

Under no circumstances shall the possession or use of illegal substances or the serving of alcohol to minors be allowed. Management reserves the right to remove guest(s), terminate event and/or notify the authorities. All monies paid will be forfeited.

Smoking

The Knickerbocker is strictly a smoke-free, vape-free facility. Smoking and/or vaping is not permitted in any part of the house, in the pool/lanai area, or within 25 feet of any operable window or door. Smoking shall be allowed only in pre-determined designated areas and shall only be on concrete surface. Receptacles for the disposal of cigarettes should be requested and arranged in advance if smokers are expected to attend event.

Under no circumstances shall the possession or use of illegal drugs be allowed. Management reserves the right to remove guest(s), terminate event and/or notify the authorities. All monies paid will be forfeited.

Decorating

Event host, renter or its service providers may decorate so long as no damage is incurred as a result of the decoration being hung or adhered to a surface. For example, if taping something to a wall, we recommend use of blue painter's tape, as other tapes may remove or damage the painted surface. If things are to be tied to or hung from electrical fixtures, pool cage, columns, HVAC grates or trees, consideration must be taken for potential damage from something being overly heavy, or being pulled down by children, etc. Nails, tacks or other similar things which will leave a hole may not be used to hang decorations.

All decorations must be fully removed at the completion of event, including the tape, string, wire or other material used to adhere the decoration. The renter is responsible for leaving the entire facility, furnishings, equipment and grounds undamaged by his or her use. Any runners or other material used to cover grass or other landscaping shall be removed promptly after use to prevent discoloration or damage to organic material. Precaution for safety to avoid tripping or slipping hazards, risk of things falling or being pulled down, etc., must be considered when decorating.

Scattering of Rice, Confetti, etc., or Releasing of Balloons or Birds

Throwing of rice, confetti, silk rose petals may be indoors only so long as event host takes full responsibility for thoroughly cleaning immediately thereafter. When outdoors, bird or butterfly release, throwing of birdseed or other ecologically friendly material may be used. In either case, renter is responsible for cleaning up and disposing of any scattered material. No material may be scattered in pool area for risk of it entering pool and causing damage to pool equipment.

Use of Fire, Fireworks, and Open Flame

Any use of fireworks, soaring paper lanterns, and open fires/flames (including lawn torches) are strictly prohibited in consideration of the fire hazard they present. The Knickerbocker Estate is located in an area where drought conditions can be severe and where devastating wildfires have ignited by a simple spark.

Candles and/or lanterns may be used so long as their flame is enclosed in glass. Propane heaters may be used outdoors so long as they are in a well-maintained condition.

Event caterers may bring grill or other cooking equipment on site to cook outdoors so long as they protect the surface below from grease and spills. Vendor is responsible for thoroughly cleaning the area below and around when finished.

In the event any of the above or similar are used, in all cases, the equipment, device, and/or heat source must be placed upon a concrete or non-combustible surface, sufficiently away from structure and roof overhang. Guests or their vendors are responsible for providing fire extinguisher(s) placed in readily visible and accessible areas nearby any and all heat-producing equipment and/or open flame. In addition, all vendors bringing in such equipment shall provide a Certificate of Insurance with no less than \$2M in liability coverage naming The Knickerbocker Estate as additional insured. Said proof of insurance shall be provided no later than 14 days prior to the event.

Tents

Installation of tents is permissible only with the prior written consent of The Knickerbocker manager and at additional cost due to extra wear and tear on lawn, risk of damaging underground sprinkler system, etc. No later than 14 days prior to the event, tent provider shall pay to The Knickerbocker a refundable damage deposit of \$1,000 and a certificate of insurance naming The Knickerbocker as an additional insured. Damages caused to underground sprinkler systems, to lawn or other landscaping from the staking and/or installation of tent(s) is the responsibility of renter and/or its vendor.

Cleaning and Event Service

As part of its facility event charge, The Knickerbocker will provide a clean facility prior to setup and shall mop and clean surfaces after the event. All banquet equipment provided by the venue will be set up and taken down by Knickerbocker staff. Renters and/or their staff are responsible for hiring appropriate staff to handle catering service, valet parking service, licensed bartenders to control consumption of alcohol, professional staff to set up/take down decorations and any equipment brought in by outside sources, etc. All vendors are fully responsible for removing all of their own decorations, equipment, etc., at the conclusion of the event and shall haul away all garbage produced in the course of providing their services or products. The renter/guest may arrange responsible friends and family to help with these duties so long as it does not result in additional time outside of contract period or extra inconvenience to facility and/or its staff. Failure of friends/family volunteers to do an adequate job will result in an unpleasant experience for all.

Disposal of left-behind garbage, additional cleaning by Knickerbocker staff, and special trips back to the property to give your vendors an opportunity to pick up items the day after are subject to additional charge. Minor exceptions can be made at no additional charge, provided you use vendors from our preferred vendors list; provided pick up is arranged during our post-event cleaning period; and/or provided inconveniences are not caused to other scheduled events or other guests of The Knickerbocker.

Garbage Disposal

Event host, renter and/or its service providers are responsible for cleaning up all trash. The Knickerbocker provides a limited amount of trash and recycling receptacles with pick up only twice per week.

Caterers, bartenders, and other service providers are responsible for hauling away debris produced from their own service at departure.

The Knickerbocker understands and expects a certain amount of residual garbage. Normal debris for ancillary items must be placed into on-site receptacles and rolled to front entrance at conclusion of event. Debris left beyond capacity of two residential trash pick up receptacles is subject to additional charge.

Use of Kitchen

Though The Knickerbocker has a large kitchen, it is *NOT* a commercial kitchen. The kitchen is not equipped with fire suppression equipment nor adequate ventilation to exhaust odor and heat produced in the course of cooking large quantities of food. Our air conditioning system is not designed to counteract extra heat produced by cooking indoors. Caterers are required to do all cooking outside on paved surfaces only. Caterers may also use one-half of the garage on the south end of the home for food prep, plating, serving, and cleanup. The Knickerbocker provides a spare refrigerator and common residential stove/oven in this garage for caterers' use. Caterer is responsible for verifying this equipment and the space allotment in advance during a site visit.

The main kitchen in the home may be used for serving, plating, and preparation of cold food items only. Please keep in mind that The Knickerbocker's kitchen is also located in a central part of the house. Naturally, guests will want to pass through the kitchen to reach other parts of the house. Caterers or servers using the kitchen need to be mindful of this unwanted traffic. Caterers or servers are also asked to be mindful of the guest experience. Having a bustling "working" kitchen in plain sight of your guests provides an unsightly and unpleasant experience for your guests. Keep in mind, in most restaurants, the kitchen is not visible from the dining room....for good reason. Because our big, beautiful kitchen is an integral part of the Estate, The Knickerbocker strongly recommends you consider the experience of your guests before the needs and wants of your service providers.

Minimum Charge during High-Demand Periods

The Knickerbocker Estate is also in high demand as a vacation rental property to provide overnight accommodations for groups and retreats. During peak season (Christmas through Easter), and holidays (Memorial Day, 4th of July, Labor Day, and Thanksgiving, etc.), or any other time period so designated by manager, The Knickerbocker reserves its right to upcharge for event use during high demand periods. Please inquire as to additional charge based upon the proposed date of use.

Use by Minors—Minimum Age Requirements

The responsible party contracting use of The Knickerbocker must be at least 30 years of age.

Where there is a large number of minors attending an event, there must be one responsible adult for at least every 8 minors on the premises at all times to provide adequate supervision. Events with a large proportion of small children must have adequate adult assistance and supervision suitable for age of children and suitable for the planned activities.

Overnight Accommodations

The Knickerbocker may also be used for overnight accommodations for up to 20 guests. Check-in time is at 3 p.m. and check-out time is at 10 a.m. To obtain pricing and availability for overnight accommodations, go to:

<http://naplesfloridavacationhomes.com/Knickerbocker-Estate.html>

Enter your check-in date and check-out date and the website will display availability and pricing. When booking overnight accommodations in connection with hosting an event at The Knickerbocker, use coupon code **KnickEvent** for a discount on any stay 3 nights or greater. Terms and Conditions for overnight stays are available for review when booking on line.

A variety of smaller vacation rental properties are also available for your guests. Vacation rentals are a cost-effective and enjoyable alternative to blocks of hotel rooms. Use the search box at NaplesFloridaVacationHomes.com to view available properties, get quote, and to book online. Further assistance is available by contacting our staff at 239-676-0088.

Use of The Knickerbocker as an event venue and for overnight accommodations is by separate contract. Booking overnight accommodations and hosting an unauthorized event is a strict violation of contract and Florida law. Violators subject themselves to severe penalties and criminal felony charges.

Payment Terms

Payment is requested in full at the time of reservation. Other payment arrangements may be considered. Please submit your request for consideration prior to booking. Split payment requests are subject to additional charges.

Taxes and Booking Fee

All charges are subject to 10% tax. A 6% booking fee will be added to all charges paid by credit card. Booking fee is waived if paying by check, electronic check (ACH) or cash.

Cancellation

Should you wish to cancel an event, please notify management immediately in writing. We will attempt to rebook the property. If we are able to rebook the property, money will be refunded up to the amount of the new booking, not to exceed your original booking, less a 35% cancellation fee. If we are not able to rebook another event for the same date, all monies paid will be forfeited.

If an event is booked in combination with overnight accommodations, you may have the option to purchase two different types of cancellation insurance at additional cost. Either type of insurance must be purchased and paid for in full at the time of booking.

Coverage for disruption in travel, for loss of an immediate family member, for illness, and other specific limited causes is available at a rate of 7.65% of the total.

Cancel-for-any-reason insurance is also available for an additional 12%. This insurance does not guarantee total refund. Refund amounts depend on the number of days prior to cancellation.

With either insurance, coverage must be purchased and paid for in full at the time of booking. You may review the policy for up to 72 hours and request cancellation of the cancellation insurance only without penalty. If you don't like the terms of the cancellation insurance policy, you may request a refund of insurance premium within 72 hours.

Voiding of Contract

In the unlikely event the building is rendered unusable due to an Act of God, major mechanical failure, or unexpected loss of use of building, this contract shall be voided.

Indemnification and Hold Harmless

Responsible party, its vendors, its subcontractors and its guests make use of The Knickerbocker Estate, indemnifies and holds harmless The Knickerbocker Estate, property owner(s), its management company Naples Florida Vacation Homes, LLC, its staff, and employees from any and all liability, except gross negligence and acts thereof.