

Education Center Rental Agreement

Thanks so much for your interest in the TPREF Education Center, an affordable and accessible meeting and event space conveniently located within the Nashville downtown area! In close proximity to the Nashville airport, Donelson area hotels and restaurants, and with more than 50 dedicated parking spaces on premises, this is an ideal space for any small to medium meeting or event.

Lessee: _____

Event Date: ____ / ____ / ____

The Tennessee Pharmacists Research and Education Foundation (TPREF) is pleased to offer the Education Center meeting space (herein referred to as "Education Center"), located at 1732 Lebanon Pike Circle, Nashville, Tennessee, 37210. Following the approval of the parties named below, the Education Center will be reserved for the following individual, entity, or organization: _____ (herein referred to as "Lessee"), having a principal place of business at _____.

I. Term of this Agreement

The "Term" of this agreement shall begin on _____ at _____ a.m. / p.m. C.T. and shall end on _____ at _____ a.m. / p.m. Central (including move-in and move-out).

II. Rent

For the privilege of using the Education Center, Lessee shall pay the following to the TPREF.

- A. **Room Rental:** The regular rental rate for the Education Center is **\$850 per day** (more than 4 hours) or **\$500 per half-day** (4 hours or less). A **discounted rental rate** of **\$750 per day** (more than 4 hours) or **\$450 per half-day** (4 hours or less) is offered to members of the Tennessee Pharmacists Association (TPA) or the Tennessee Society of Association Executives (TNSAE). Rental requires a **50% deposit** within 24 hours of signing this Agreement. Remaining rental payment is due in full 30 days prior to the Event, and payment for staffing, event expenses, or other charges are due in full within 30 days following the event. Payment may be made by check payable to TPREF. Visa, MasterCard, and American Express are also accepted. Discover is not accepted.
- B. **Parking:** The Education Center has more than 50 parking spots located on the premises. These parking spots will be made available to Lessee at no additional charge.
- C. **Cleaning Fee:** Lessee agrees to pay a cleaning fee of \$85, which is included in the room rental fee.
- D. **Additional Charges:** Any additional costs required by this Agreement shall be direct billed to the Lessee after the event is complete.

III. Additional Terms and Conditions

Lessee confirms that it has received and read the Additional Terms and Conditions of this Agreement and agrees to abide by all stipulations as outlined herein and in Appendix A and Appendix B. The parties hereby execute this agreement, including acknowledgement and acceptance of the Additional Terms and Conditions and Event Order outlined in Appendix A and Appendix B.

Lessee: _____
By: _____
Title: _____
Date: _____

TPREF
By: _____
Title: _____
Date: _____

Please fax signed Agreement to 615.255.3528 or e-mail to TPA@TNPharm.org

Appendix A: ADDITIONAL TERMS AND CONDITIONS

1. Primary Contact Designated by Lessee

All functions must be coordinated through a Contact who is directly responsible to the Education Center for making all arrangements and for the billing thereof, and who should be in attendance during the meeting. If Contact is unable to attend, there should be an On-site Contact designated on the Event Order.

Contact Name: _____

Contact Email: _____

Contact Phone: _____

2. Guarantees

The maximum building occupancy is **49**. An estimated maximum attendance must be given when the original booking occurs. The final guarantee is due 72 hours in advance of the event. This guarantee is the total number of people using the room including guest speakers, instructors, etc. Rental space is allocated based on the expected attendance at the time of the booking by the Lessee.

3. Public Space

- A. **Meeting Space** - TPREF and Tennessee Pharmacists Association (TPA) functions are given priority in allocation of the meeting facilities. Facilities will be rented accordingly. In the event that a conflict in scheduling arises, TPREF and Lessee may terminate this agreement or amend this agreement, without penalty, upon mutual agreement in writing.
- B. **Noise Control** – Lessee will keep the outside doors closed during the meeting and confine all meeting activities to the allocated meeting room.
- C. **Cleaning Fees** - Lessee agrees to pay a cleaning fee of \$85, which is included in the room rental fee). If any excessive clean-up is necessary after a meeting, an additional \$100 fee will be charged to the Lessee. To avoid this, Lessee will make use of the trashcans provided throughout the building. If the cans are overflowing, the Education Center Contact should be notified.
- D. **Access** – This agreement is limited to use of the Education Center on the first floor of the building. No access will be permitted to the offices on the second floor of the facility. Lessee and meeting attendees will enter through the double doors on the first floor.
- E. **Non-Smoking Facility** – In accordance with the Tennessee Non-Smoker Protection Act, the Education Center is a smoke-free facility. Smoking is strictly prohibited, including, but not limited to all common work areas (whether indoors or outdoors) and in all enclosed spaces, including private offices, conference rooms, restrooms and hallways, as well as in non-enclosed spaces (including, but not limited to, sidewalks, porches, patios, decks, and fire escapes), which are adjacent to building entrances. The designated smoking area is located on the sidewalk along Lebanon Pike in front of the Education Center.

4. Audiovisual

- A. **Audiovisual Equipment** - Audiovisual requirements will be set up to Lessee's specifications and the appropriate fees will be added to the invoice. Requests for available audiovisual equipment listed in Appendix A should be provided at least one week in advance. If additional AV equipment is requested and is available on the day of the event, the appropriate fees will be added to the final invoice. Lessee may bring in additional audiovisual or other electronic equipment not listed in Appendix A, subject to TPREF approval; however, TPREF is not available to help with loading or set-up of equipment provided by Lessee. Additionally, TPREF is not liable for damage or loss as stated in the "Damages/Security/Storage" section. Security is not provided for such items.
- B. **Music and Special Equipment** - Lessee must have prior approval should special arrangements need to be made for extra musical or sound equipment. Special equipment that has not been approved by TPREF will not be permitted, including but not limited to any materials that are to be affixed to the walls. In the event this is done without TPREF authorization, any damages will be billed to Lessee.

5. Food and Beverage

- A. **Caterers** – TPREF will not provide catering services but may provide Lessee with a list of caterers in the area upon request. Lessee may utilize either a caterer from the list provided by TPREF or their caterer of choice.
- B. **Special Requests** - Any special requests should be provided in writing to the Education Center Contact at least two weeks prior to event date.
- C. **Clean Up** – All trash should be disposed of in large trash cans located in the Education Center. At the conclusion of the meeting, all trash bags should be sealed and placed in brown trash cans outside the Education Center.

6. Occupancy

TPREF reserves the right to enforce the maximum occupancy rules for the Education Center. Fire exits, aisles and equipment cannot be blocked in any manner.

7. Hours of Operation

Regular rental hours are 8:00 a.m. to 5:30 p.m. Central, Monday through Friday. This includes any additional time required by Lessee to set up or tear down existing room set-ups. Lessees wishing to utilize the Education Center on dates and at times outside of regular rental hours should contact the Education Center Contact to explore options and ensure that a staff person can be present during the date and time requested.

8. Support Services

- A. **Staff Assistance** - The Education Center Contact should be available to assist Lessee with any needs that arise. To receive assistance, Lessee should contact the Education Center Contact.
Education Center Contact: Anthony Pudlo, TPA CEO
Email: Anthony@TNPharm.org
Phone: 615.256.3023

In the event Lessee seeks specific or dedicated support assistance, arrangements (including any charges) will need to be confirmed in writing in advance with the Education Center Contact.

- B. **Photocopying Services** - The Education Center does not have the facilities or staff to perform large volume photocopying services. Any requests for photocopies must be limited to small quantities and are charged to Lessee's invoice at the rate of \$0.50 per page.
- C. **Climate Control** – Room temperatures are set at 70 degrees. Should the temperature in your meeting room need adjusting, Lessee should contact the Education Center Contact.

10. Damages/Security/Storage/Indemnification

- A. **Damages** - Lessee agrees to be responsible for any damages to the premises or any other part of the Education Center by Lessee, Lessee's guests, employees or any other agents during the period of time such person(s) are under the Lessee's control, or under the control of any independent contractor hired by the Lessee. This includes any breakage or damage to the building or contents. Materials should not be attached to the walls. Violation of this may result in an additional damage/cleaning fee.
- B. **Release of Responsibility** - The TPREF and the Education Center will not assume any responsibility for damages or loss of any merchandise or articles left in the Education Center prior to, during or following the Lessee's event.
- C. **Storage** - Lessee's material or equipment for presentations at the Education Center may be temporarily stored at the Education Center upon prior approval of TPREF. Security is not provided for such items. Individual meeting rooms cannot be locked.
- D. In connection with this Rental Agreement and Lessee's use of the Event Center, Lessee agrees to indemnify TPREF and its agents (including employees) from and against all liabilities, damages, claims, suits, costs (including attorney's fees) or actions of any kind arising or alleged to have arisen from injury or death of any person or loss of property occurring on, in or about the Education Center or associated property (including parking lot) as a result of any act or omission of Lessee or its attendees, even if such claim(s) arise from or are attributed to the concurrent negligence of a party covered by this indemnity provision. This indemnification applies to all activities of Lessee and its guests occurring on, in or about the Event Center and associated

property (including parking lot) and shall not be limited to any insurance coverage or insurance contract maintained by Lessee.

11. Billing

Rental requires a 50% deposit within 24 hours of signing this Agreement. Remaining rental payment is due in full 30 days in advance of the Event. Rental fees that are not required in advance must be paid either by check or credit card within 30 days after the meeting is held. TPREF will direct bill for all AV, event expenses, cleaning fees, and miscellaneous charges to the address provided by Lessee at the time of contract. Until this Agreement is **signed by both parties**, space is not considered booked. TPREF reserves the right to obtain a deposit and signed contract to reserve Education Center space.

12. Advertisement

The logos of the Tennessee Pharmacists Research and Education Foundation, and Tennessee Pharmacists Association, and/or the names "Tennessee Pharmacists Research and Education Foundation", "Tennessee Pharmacists Association", "TPREF", and/or "TPA" are prohibited from being used in any advertisement related to the event or organization without prior written approval from TPREF. This stipulation includes all marketing brochures, advertisements (electronic and print), invitations, etc. The name of the facility shall be referred to as the "Education Center", with the following address: 1732 Lebanon Pike Circle, Nashville, Tennessee, 37210. Any unapproved use of the name(s) and/or logo(s) shall result in immediate cancellation of this agreement by TPREF.

13. Disability Accommodations

TPREF strives to provide accessible facilities to meeting attendees. The Education Center contact will be happy to discuss specific accessibility issues related to the Education Center with Lessee or Lessee's attendees. Advance notice by Lessee is the best way to ensure specific needs are accommodated. Lessee agrees to comply with the Americans with Disabilities Act regarding activities related to the event. Lessee will be responsible for providing any and all auxiliary aids and services to allow all attendees to have full and equal access to the event.

14. Copyright Law

TPREF assumes no responsibility for the proper and legal use of any copyright material used in conjunction with Lessee's event.

15. Performance

Performance of this Agreement is subject to interference from labor troubles, accidents, government actions, restrictions on travel, transportation, weather and acts of God and other causes whether enumerated herein or not that are beyond TPREF's control, which would prevent or interfere with the performance of this Agreement.

16. Cancellations Made by Lessee:

The following cancellation penalties will be applied if a meeting cancellation is required by the Lessee.

- * More than 90 calendar days prior to the meeting—no penalty
- * 90 calendar days to 30 calendar days prior to the meeting—50% of room rental
- * 30 calendar days to 7 calendar days prior to the meeting – 75% of room rental
- * Within 7 calendar days of the meeting—100% of room rental

Cancellations Made:

If TPREF is not notified that the meeting has been cancelled, the group will be charged the full amount of the room rate, audiovisual, and catering fees, as applicable.

17. Agreement/Expenses Associated with Enforcement

By signing and returning the Agreement, including the Additional Terms and Conditions, and the Event Order outlined in Appendix A and Appendix B, Lessee hereby agrees to the rental policies and procedures outlined in these documents. Performance of this Agreement is contingent upon the ability of TPREF to complete the same, and is subject to any causes, whether enumerated herein or not, which are beyond the control of TPREF. In no event shall TPREF be liable for

Lessee's loss of profit or other similar or dissimilar collateral of damages, whether based on breach of contract, warranty or otherwise.

Should TPREF be required to bring an action to enforce any breach of this Agreement, Lessee consents to jurisdiction of said action in a court of competent jurisdiction in Nashville, Davidson County, Tennessee. Lessee acknowledges and agrees that any dispute concerning this Agreement shall be lodged solely in a court of competent jurisdiction located in Nashville, Davidson County, Tennessee. Further, should it become necessary for TPREF to employ one or more attorneys or other professionals to enforce any of the provisions of this Agreement, Lessee agrees to pay all attorney's fees, professional expenses and collection costs incurred by TPREF in enforcing any provision of this Agreement.

Lessee Initials

Education Center Initials

Appendix B: EVENT ORDER AND SET-UP

Location: Education Center (1732 Lebanon Pike Circle, Nashville, Tennessee, 37210)

Date: _____

Name of Group: _____

Contact: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Email Address: _____

RENTAL RATE

TPA/TNSAE Member (Discounted Rate)

- ☐ Half Day (up to 4 hours) **\$450** (includes \$85 cleaning fee)
☐ Full Day (more than 4 hours) **\$750** (includes \$85 cleaning fee) x _____ days

TPA/TNSAE Non-Member (Regular Rate)

- ☐ Half Day (up to 4 hours) **\$500** (includes \$85 cleaning fee)
☐ Full Day (more than 4 hours) **\$850** (includes \$85 cleaning fee) x _____ days

Event Starting Time: _____

Event Ending Time: _____

Expected Attendance: _____

On-Site Contact: _____

ROOM SET-UP

The Education Center hours are from 8:00 am to 5:30 pm. If your group needs to arrive prior to 8:00 am or stay past 5:30 pm, arrangements must be made in advance. TPREF is happy to offer the following meeting setup options at no additional cost to Lessee as part of this agreement: wireless internet, (5) mounted wireless TVs and a (1) moveable TV/whiteboard, (9) 6-foot long education tables, (6) 4-foot long education tables, (30) chairs, and (6) tall chairs for panel discussions.

Meeting Room Set-Up Request

- | | | | |
|--|-------------------------------------|-------------------------------------|--|
| ☐ Classroom | ☐ Pod Set-Up | ☐ Conference | ☐ Custom Set-Up |
| ☐ Hollow Square | ☐ U-Shape | ☐ Theatre | |

Audio / Visual Requirements

- ☐ Standard package (includes all amenities listed above) – *No additional cost*
☐ No A/V requested

Add-On Items

- | | |
|---|---|
| ☐ Conference Call Technology – \$100 per day | ☐ Flipchart/Markers – \$25 per flipchart |
| ☐ Conference Call Technology – \$50 per half day | ☐ Easel – \$20 per easel |

Special Requests: _____
