



## Rental Policies

FOR



Maryville College  
502 East Lamar Alexander Parkway  
Maryville, TN 37804

## GENERAL POLICIES

These policies serve to compliment the guidelines outlined in the Maryville College Rental Agreement for events on campus.

**NONDISCRIMINATION** - Customer will not discriminate against, segregate, refuse admittance to nor provide biased or even preferential treatment on the basis of race, color, creed, religion, sex, age, physical or mental challenges, medical condition, sexual preference, gender identity, marital status, ancestry or national origin of any person. This includes in programming and program content or philosophy and specifically prohibits programming promoting or advocating discrimination, violence or biased treatment based on any of these classifications.

**OBSTRUCTIONS** - No portions of aisles, sidewalks, entrances, passages, vestibules, halls, elevators, or means of access to public spaces of the facilities shall be obstructed or caused to be obstructed by Customer or caused to or permitted to be used for any purpose other than ingress or egress to and from the MC and its premises. The doors, stairways or openings that reflect or admit light into any portion of the buildings, including the hallways, corridors, passages, house lighting attachments and radiator, shall in no way be obstructed by Customer.

**ANIMALS** - Except for service dogs or animals used in onstage performances, animals of any kind are not allowed in the MC either front-of-house or in the dressing rooms or backstage.

**DISRUPTIVE PEOPLE** - The MC reserves the right to eject, or cause to be ejected from the premises, any person or persons engaging in disruptive, loud, belligerent or threatening conduct—whether patron, staff, crew, performer, volunteer, producer or others. The MC reserves the right to refuse admission to any person displaying the above behaviors or who appear intoxicated or under the influence. The MC shall not be held liable for any physical injury to the Customer that may result from exercising this right.

## BOOKING & PAYMENT POLICIES

**RENTAL & LABOR RATES** – All events are assigned an Event Support Coordinator (ESC). All events requiring technical assistance may use the assistance of the ESC. Rental and labor rates are determined after meeting to discuss event needs.

**HOLDS & BOOKING** –A date is fully secured after a rental deposit and signed contract have been received by Corporate Sales and Events. At the discretion of management, the MC may temporarily hold a date for a rental Customer for up to 10 days while the Customer is negotiating date-specific event matters. This service is solely intended to assist Customers in the scheduling of dates, however, no date is considered secure without a signed contract and deposit payment is received by MC.

Maryville College facilities may be rented on a space-available basis. College events have first priority in facility use; this is taken into consideration with each facility request. A non-refundable reservation deposit of one half (½) the rental and service fees will be required and due with the signed contract. If a deposit and contract are not received by the contract expiration date, the date/time will be made available to other potential Customers. Should an event be canceled due to no fault of the MC, the entire deposit will be forfeited.

**USE AGREEMENTS** - It is understood and agreed that the Rental Agreement does not grant exclusive use of any MC facility. Management reserves the right to coordinate and adjust as required event start times in order to minimize event overlap in start, intermission and end times of concurrent events.

All users and patrons are responsible for compliance with all local, state and federal laws in addition to the ordinances, policies and regulations of the City of Maryville.

Usage hours reflect actual hours in which Customer has access to reserved space, including set-up and clean up by Customer. MC agrees to complete basic technical requests no later than the starting time of Customer's usage hours. Additional technical set up will begin at the starting time of Customer's usage hours.

Usage hours granted shall not be extended for the occupancy or use of MC facilities or for the installation or removal of equipment without the permission of MC management. All such additional usage hours shall be paid for according to the current schedule of charges.

**DISCRETIONARY BOOKING** – MC reserves the right to refuse rental of any space for any use which MC, and solely MC, deems undesirable or incompatible with its operation, mission or long term goals or which are in direct conflict or competition to the organization's own programming or that of already confirmed bookings. Similarly, management reserves the right to approve all performance content and activities to ensure appropriate standards of quality and decency. Management reserves the right to deny or revoke any rental agreement at any time and for any reason.

MC reserves the sole right to cancel an event due to inclement weather or other dangerous situations. Every reasonable attempt will be made to reschedule the event. If this happens, the customer will be refunded any payments made to the MC. Payments are only limited to the contracted rental amount less deposit.

**PAYMENT POLICY** - All checks should be made out to "Maryville College." Payment of the reservation deposit is required with a signed contract. The remaining balance due must be paid prior to the event date. A final bill will be generated within five (5) business days after an event reflecting all charges. Any balance due on the final bill must be received within ten (10) calendar days of invoice date. Any accounts over thirty (30) days old may be turned over to collection.

**REFERENCES** - MC reserves the right to require and process business references, contacts and venue production references and to research past events in which the Customer, act and/or subcontractors have produced similar events.

**INSURANCE** – The Customer shall provide comprehensive General Liability Insurance coverage in an amount not less than One Million/One Million Dollars (\$1,000,000/\$1,000,000) and a certificate of insurance specifying date(s) of coverage, insurance carrier, and policy agent, no later than thirty days(30)prior to the event. Clayton Center at Maryville College must be named as additional insured. Customer’s insurance company shall provide thirty days prior notification of any reduction in coverage. The insurance certificate must be sent to the Office of Corporate Sales and Events at least thirty (30) business days prior to the date of the event. Failure to provide an insurance certificate evidencing the satisfaction of the requirements of this paragraph may, at the MC’s discretion, result in cancellation of the Rental Agreement.

**CLEANING** - Customer agrees to leave all MC facilities in the same condition as existed at the time Customer took possession. MC will provide normal pre and post event cleaning services as provided in the rental agreement, however, any additional charge incurred because MC finds, in its sole discretion, that the facility was not left in the same condition as it was let will be borne by Customer.

**CAPACITY** –Below is a capacity chart for each venue in the MC.

Room name	Food Events	Theatre Style	U-Shape	Classroom Style	Conference Style	Reception Style
Alumni Gym	X	250				
Bartlett 101	X	48	16	30	30	75
Bartlett 102-103	X	75	24	34	34	50
Center for Campus Ministry		80	20	40	40	80
Chilhowee Club	X	120	30	40	40	120
Fayerweather 323	X				10	
House in Woods**	X	50	20	36	20	150**
Lawson Auditorium		100				
McArthur Pavilion	X				100	
Proffitt Dining Room	X	85	20	50	30	120
Willard House	X				20	150**
For hollow square setups: add another 25% to the number listed under u-shape						
**Capacity using grounds and first floor						

**ON-SITE MEETINGS / EXCESSIVE STAFF TIME** -- A confirmed rental contract and deposit entitles each Customer to two, one-hour meetings with Corporate Sales and Events staff at MC at a mutually agreed time. In order to make best use of this meeting, each Customer is encouraged to meet with their event staff in advance of this on-site meeting to ensure that all parties are in agreement regarding the Customer's use of MC facilities. The Customer should take care to ensure that all of head staff attend this on-site meeting. Customer and Customer's staff should have read and familiarized themselves with the MC policies in advance of this meeting. While the MC is eager to help ensure the success of each MC event, additional on-site meetings will be charged at the MC hourly rental rate, with a two hour minimum. Excessive phone, fax, mail or email communications will incur additional staff time charges. This policy is in place to allow the MC staff to focus on the business operations and to ensure equal attention to all renters and events.

**CATERING** - Customers may only make arrangements with Aramark Dining Services at Maryville College for refreshment breaks and catering needs. The removal of any food or beverage from a catered event is prohibited for food safety reasons. However, a-la-carte items are available for your convenience, and can be ordered for pickup any time in the Margaret Ware Dining Hall. Event planners may call the catering office 865.981.8075 to place orders. All catering services are billed through Corporate Sales and Events. Customers will receive a single bill from Maryville College that includes all facilities and services received on campus.

#### **Booking Information**

- All events with 100 or fewer guests should be planned and confirmed with Aramark at least five business days prior to the event.
- Arrangements for events with more than 100 guests should be made at least 15 to 30 days prior to the event.
- Last minute events (those not booked at least three business days in advance) are subject to a 20% surcharge over regular rates.
- Final guarantees must be received at least three business days prior to the event.

#### **Service Charges**

- Events scheduled on legal holidays, College recognized holidays and/or College administrative breaks may be charged at a higher rate.
- Normal event service times are two hours. Additional time will be billed per function at an hourly rate of \$20/hour for each service attendant.

#### **ALCOHOL**

MC requires that all events requesting alcoholic beverage service be approved in advance by the College. Please refer to the MC's Alcoholic Beverage Service Policy Statement and Approval Form for details. The MC assumes no responsibility for any property damage or bodily injury resulting from any act or omission on the part of the Customer or the Customer's attendees

due to alcohol consumption. The MC reserves the right to deny the request of any Customer to have alcoholic beverages at their event for any reason.

Service of alcoholic beverages is the responsibility of the Customer. The college does not provide staff for this service.

### **PARKING ON CAMPUS**

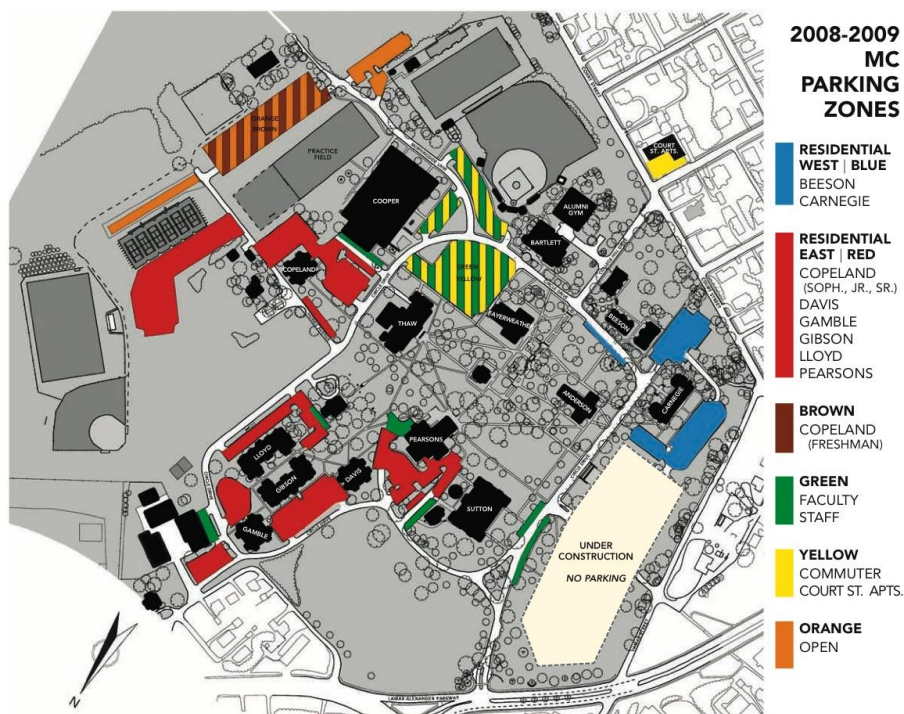
Zoned parking is enforced Monday through Friday, 7:30am to 5pm. (See illustration below.)

Customers and their guests may park in the following locations on campus:

- Fayerweather hall parking lot (signed “visitor”)
- Bartlett Hall beside the baseball field (signed “visitor”)
- Gravel lot behind Cooper Athletic Center (signed “open parking”)
- Parking area behind the football field (signed “open parking”)
- Parking lot below the tennis courts (signed “open parking”)

Buses must park in the gravel lot behind Cooper Athletic Center after unloading passengers at event location.

Events expecting 200 or more in attendance are requested to arrange for volunteer parking attendants to assist Security with traffic flow and address parking issues immediately before and after the event. Contact Jack Piepenbring at x8004 for more information.



**DECORATIONS** – MC does not allow anything to be adhered to the walls, woodwork or ceiling in any facility by nails, tack or glue items. Scotch Removable Magic Tape may be used. For safety reasons open flames (i.e. candles) are not allowed at any time.

#### **FURNITURE**

All furniture must remain as arranged in each room, unless permission is obtained in writing. Room setups should be made at least two weeks in advance.

#### **LOST AND FOUND**

Lost and Found is located in the Corporate Sales and Events office. Unclaimed items become the property of Maryville College 30 days after the event date.

#### **SMOKING POLICY**

Maryville College observes a no smoking/tobacco policy in all campus buildings at all times. Effective October 1, 2007, the State of Tennessee passed a new law called "Tennessee's Workplace Smoking Ban". Under this new law, smoking is prohibited in all enclosed public places within the State of Tennessee. Maryville College already has a policy in place that prohibits smoking in all buildings and outdoor stadiums on campus.

Areas that are exempt from the ban include private motor vehicles, non-enclosed areas of public places including open-air patios, porches or decks; any that are enclosed by garage type doors when such doors are open; and any that are enclosed by tents or awnings when all sides are removed or open. The law makes an important point to state that smoke from these areas must not infiltrate into areas where smoking is prohibited.

#### **SIGNAGE POLICY**

Customers must contact the Event Support coordinator for approval before any temporary signage is erected. Temporary signs should never be posted on the College's permanent signage. Any signs posted on the College's permanent signage will be taken down without notice.

### **PUBLICITY & MARKETING POLICIES**

**CONTRACT & DEPOSIT REQUIRED TO ADVERTISE/USE OF LOGO** - No event taking place at MC may be announced, publicized or advertised in any manner (including "save the date" announcements) without a fully executed rental agreement. The Maryville College name, logo and likeness are trademarks and may not be used without permission. Use of the MC name, logo and likeness in any unauthorized marketing is an infringement of trademark law and subject to State and Federal penalties.

**CITY POSTER LAW** - The City of Maryville Municipal Code imposes fines for posting advertisements on public or utility property (i.e. utility poles) without a permit. MC does not authorize, cause, permit, encourage, direct, recommend or approve the posting of signs on public or utility property. Any such fines imposed upon the MC will be passed on to the customer.

**APPROVAL OF ADVERTISING** - The MC Marketing Director reserves the right to review and approve, in advance, the content and design of all advertising and promotional materials that refer to any event at the College.

**PUBLICITY BY MC** - The MC Marketing Director reserves the right to choose events to publicize in calendars, advertising, emails, etc and on the website. Customers may opt out at the time of contract signing.

**SPONSORS & ON-SITE ADVERTISING** - The MC Marketing Director and the Director of Corporate Sales and Events reserve the right to approve any sponsor recognition and to refuse Customer sponsorships that conflict with existing MC relationships or are deemed inappropriate or incompatible with the MC's standards or programming. Further, MC reserves the right to view and approve, in advance, any advertising material to be displayed or distributed at the college.

### **TECHNICAL/AV SERVICES POLICIES**

Customers may, at their discretion, provide their own technical needs for any event. If the College's services are needed, however, the following policies apply.

1. For optimal service, all technical requests should be made to the Event Support Coordinator two weeks in advance of the event. Other requests such as room setups including chairs, tables, trash cans, podiums etc. should also be made at this time.
2. Only qualified personnel are allowed to operate MC technical equipment. The College reserves the right to use MC trained staff at any time, and especially when safety or expertise is a consideration.
3. Presenters are asked to arrive at least thirty (30) minutes before the event start time. On many occasions, a presenter has last minute requests or needs to be trained on our equipment.
4. Corporate Sales & Events will not accept any presenter files of any type via email, CD, or thumb drive. It is the responsibility of a presenter to bring their own presentation to the event at the specified time.



5. Unhooking or troubleshooting equipment should not be attempted by anyone except Maryville College Staff. Customers may call 981.8018 for assistance.

**FIRE SAFETY** - MC enforces fire protection safety codes and is subject to inspection by the State Fire Marshall and the City of Maryville Fire Department. Pyro devices or open flame, including candles, are NOT allowed on campus. All fire aisles and exits within facilities must be kept clear of all obstructions at all times. MC technical staff will clarify exiting clearances, but the ultimate authority is the City of Maryville Fire Department and the office of the State Fire Marshall, who may modify these requirements without recourse.

**USE OF SMOKE OR LASERS** -- Any use of mechanical smoke or lasers must be approved in advance in writing by MC staff. If a presentation includes the use of lasers, the Customer must provide documentation of laser type, manufacturer, method of use, description/location of projection surface and location of source in writing to MC not less than four (4) weeks prior to engagement. Similarly, if mechanical smoke is to be used, documentation of manufacturer, method of use, description/location and MSDS sheets for the chemicals used in the fog must be forward in writing to the theater not less than four (4) weeks prior to event. Upon approval, the College will notify Customer of conditions of use.

**RIGHTS, ROYALTIES & COPYRIGHTS** - Customer warrants that any performance in their event is legally authorized to do so. Customer also warrants that, with regard to all copyrighted materials to be performed, they have been duly licensed or otherwise authorized by the copyright owners or their authorized representatives. Customer shall indemnify and hold harmless Maryville College, its officers, agents and employees from and against any and all claims, demands, actions, costs or liability based upon or arising out of Customer's false, deceptive or misleading claims of an affiliation or connection between itself and a "recording group" as defined by law and Customer's failure to secure all licenses or authorizations for any and all copyrighted works performed during the event. It is Customer's responsibility to secure rights, pay royalties and clear all copyright issues with their respective holders for all material presented to the public in connection with their event. This includes public exhibition rights to any television or motion picture material shown, ASCAP/BMI or other royalties for any music used (including pre & post-event recordings played), royalties on any scripts or other materials used and clearance for use for any material held under copyright. MC may request proof of same at any time and event will be subject to cancellation without refund for failure to provide such documentation.

**PHONES, COMPUTERS & INTERNET** -- No MC equipment, supplies or concessions equipment may be used for Customer's event unless negotiated in the rental agreement.

**TOOLS AND SUPPLIES** --MC does not provide tools, consumable items or office supplies. Please bring all such tools needed for set installations. Adequate supply of tape, scissors, staplers,

pens, pencils, etc should be brought by the customer. Please refer to the decorations set section in this document for more information.

**HOURS** -- Rental start/end times are negotiated and recorded on all rental agreements. Access to the MC facility is limited to the contracted times.

**STORAGE** -- Customer, caterer, decorator, florist or speaker, etc. property cannot be stored overnight either prior to or following rental period. In addition, deliveries will not be accepted prior to the start of the scheduled rental period.

#### **SET-UP & TEARDOWN**

Any time spent within an MC facility will be charged to the Customer. This includes event set-up, rehearsals, the event, and tear-down. For this reason, please be sure to calculate enough time for event requirements. Supplies, equipment, personnel and volunteers cannot arrive at MC in advance of contracted times and must vacate by the end of contracted times. Rental, staffing charges, and overtime will be added for all facility use outside of contracted times. All personal belongings, equipment, decorations, sets and all items associated with Customer's event must be removed from the facility by the end of the rental period. No items may remain overnight for pickup the next day without additional charges. The use of MC staff for setup/teardown must be negotiated in advance.

**NOISE ORDINANCE** -- City Municipal Code prohibit excessive noise. While this generally should not affect the average event within the facilities, please be aware that all doors must remain shut during loud or heavily amplified events. Events on campus grounds are especially subject to the Noise Ordinance and any citation by the City will be the responsibility of the Customer. Further, any violation may also cause the event to be closed early. Please be courteous of the College's neighbors.

**RIGHT TO PHOTOGRAPH** -- MC reserves the right to take still and video photography of Customer's event exclusively for purposes of the MC's advertising, promotion and trade. Such photography will be taken in such a manner as not to detract from Customer's event or the audience's enjoyment. It is Customer's responsibility to notify all artists and performers that photography and video of their performance may be taken by MC authorized staff.