317 Main Community Music Center
Rental Policies
2023

317 Main Community Music Center sets forth the following rules and regulations for the management and protection of the facilities it oversees and for the protection of the persons granted permission to use the same. Failure to observe and abide by the Facilities Use Policy may result in the immediate termination of the Facility Use Permit, forfeiture of all fees and removal from the reserved facility.

Making a Reservation
1. Fill out an online rental inquiry form at 317main.org. If approved, you will receive a rental application via email.
2. Fill out the rental application and return it to events@317main.org. Applications must be received at least 30 days prior to reservation date or they will not be considered.
3. You should hear back from our staff within five business days of receiving your request. Requests for a single day, one-time reservation or Special Event can be submitted up to 365 days prior to the reservation date.

Please note, 317 Main Community Music Center events, programming and special events take precedence to all requests.

Standards for Issuance
317 Main shall approve an application submitted based on facility availability, priority of usage, alignment with the 317 Main mission, maintenance impact on the facility, best use of the facility.

Additionally the application must meet the following criteria:
1. The proposed event or activity shall not endanger the health and safety of persons who visit the public facility.
2. The Renter will be subject to our Operations Management Plan.
3. The event or activity shall not cause damage from destruction or overuse of facility;
4. The proposed event or activity shall not unreasonably disturb persons who own and/or occupy land that is adjacent to such public facility;
5. The applicant has demonstrated the ability and intent to provide adequate supervision of the activity and understands the applicable rules and regulations.

General Conditions of Use
1. The applicant is responsible for leaving the facilities in the same condition in which received and shall be responsible for any loss or damage to facilities or
equipment. The applicant shall be charged for any required repair or cleanup costs incurred as a result of the applicant’s use of the facilities. Please note that an additional damage deposit is required for rental of Founders Hall 317 Main Community Music Center (board, officers, employees, contractors, and volunteers) shall not be liable for any damage or loss to any property of the applicant from any cause whatsoever while said property is located on the premises for storage purposes or otherwise.

2. The applicant is required to comply with all applicable federal, state and local statutes, ordinances and regulations, in addition to any policies or conditions imposed by 317 Main or the Town of Yarmouth upon approval of the request, including, but not limited to, all the following: • Arranging and paying for adequate security services by the appropriated agency, if necessary, creation of a parking plan to be communicated to guests in compliance with the Town of Yarmouth Transportation Management Plan. A parking attendant will be required for ticketed events over 200 people. • When the use of 317 Main equipment is requested, arranging for qualified employees to be present and available for the operation of the same.

3. At least one 317 Main representative will be present from set-up through clean-up. The number of staff members present will be determined by the amount of spaces reserved for the rental and the number of guests attending. The staff representative will direct caterers and other vendors and will also be present to ensure the smooth execution of the event and the protection of 317 Main building and equipment. The representative does not perform the duties of a professional event planner. The RENTER must make arrangements to hire an event planner to assist with the event if needed.

4. The applicant shall not engage in or allow any illegal activity to occur at the public facility.

5. The facility and its campus are tobacco free; use of tobacco, vaping or any smoking paraphernalia are prohibited. Additionally, no open flames for décor are permitted.

6. The applicant is responsible for any damage to the public facility or any part thereof caused directly or indirectly by the applicant or his/her agents, employees, guests, or invitees. The applicant is required to indemnify 317 Main for any claims arising from the applicant’s use of the facilities.

7. 317 Main has an agreement with Black Tie Catering (BTC) to use/manage the cafe, catering kitchen, and certified kitchen. With enough advance notice, BTC may be available to provide catering support to parties renting 317 Main
spaces. Any plan to bring in food and drink separate from 317 Main’s agreement with BTC will need to be approved by 317 Main.

8. Alcohol Policy - BTC will hold the liquor license for serving of alcohol at events at 317 Main. Alcohol may also be served by an approved caterer other than BTC who also owns a liquor license. At no time may any renter consume or serve alcoholic beverages unless it is done through an approved and licensed caterer.

9. No decorations may be affixed to the walls with tape, staples, or any method that will damage the room. All decorations must be approved by 317 Main prior to the event. Decorations must be readily unattached and may not be fixed to any lights. 317 Main reserves the right to reposition any furniture or objects related to an event if they are determined to present a danger.

10. 317 Musicians are available for hire at events. Priority for rental will be given to Renters who employ 317 Main Teaching Artists.

11. The Renter must arrange a site visit at least a week prior to the event. Visits are by appointment only. The Renter should come prepared to test any presentations with the 317 Main audiovisual equipment at that time. 317 Main does not provide a computer as part of our audiovisual rentals, the Renter must bring their own.

12. Rental of any 317 Main audiovisual equipment must be arranged prior to the event. A 317 Main staff member will provide the Renter with a brief tutorial in the equipment, but will not handle data, film, or video, during the event itself.

13. Use of any 317 Main equipment is prohibited unless prior arrangements are made.

14. 317 Main can supply chairs and a limited number of folding tables but the Renter must make its own arrangements for other furnishings going through BTC or other approved equipment rental company.

15. 317 Main charges Renters, a $100 floor cleaning charge when food or beverage is provided. In addition to the floor cleaning charge, unless previously agreed a clean up fee of $125 will be assessed.

16. All events must adhere to the predetermined timeline as specified in the signed agreement. Extensions are only permitted up to a week prior to the event and may increase the total cost of the rental.

17. The Renter is responsible for communicating the terms of the agreement with
any outside vendors, such as catering or performers.

18. The Renter shall obtain all licenses, royalties and permits necessary to present its event. (IE BMI/ ASCAP, etc) The Renter will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on the premises or incorporated in the event. The Renter must submit proof at time of signing the Agreement.

19. Drop off or delivery of equipment, décor, food/ beverage or other such materials shall be scheduled with event coordinator and may not be delivered more than 24 hours in advance of rental and must be removed from the premises at the close of the contract. A representative of the Renter must be present to meet vendors for such deliveries, pick- ups and breakdowns.

Insurance Requirements
There will be certain circumstances where renters are required to provide proof of general liability insurance provided by an insurance company or companies licensed or approved to do business in the State of Maine by the Maine Bureau of Insurance to cover any loss or damage to public facilities or Town equipment in an amount not less than $400,000.00

1. All policies evidenced to 317 Main shall name 317 Main Community Music Center as an additional insured.

2. Certificate Holder must read: 317 Main Community Music Center, 317 Main Street, Yarmouth, ME 04096

3. For any one-day event, proof of general liability insurance in compliance with this policy must be provided to the rental coordinator prior to approval of the use application.