

Mansfield Theater Policies

Fees

- The fees at the Mansfield Center for the Performing Arts are set by the Great Falls City Commission and administered equitably to all users. Please note our services, fees and policies are subject to change without notice. Contact our Events Coordinator for room availability and a price quote to ensure you are using the most current information when planning your event.
- Total rent is payable the day of the event and is in addition to deposit required.
- A confirmation/damage deposit is due with the signed Contract and is non-refundable if the event is canceled.
- A Facility Surcharge fee of \$.50 per ticket will be charged.
- A Ticketing Surcharge fee of \$1.50 per ticket will be charged.
- 20% of gross sales is charged on all merchandise sold, collected immediately following the event.
- Rentals on days that follow on a holiday will be charged the standard rental fee plus a holiday premium.

Rental Hours

- Contract Holder will notify the Mansfield Events Office a minimum of 10 business days prior to the event regarding the times the theater must be opened and closed.
- The rental day for the Mansfield Theater is consecutive hours between 8 a.m.-11 p.m. Time beyond these hours will incur additional charges.
- Contract Holder shall not assign or transfer their Contract or sublet any portion of the premise which is the covered in the signed Contract.

Deliveries

- Contract Holder will notify the Mansfield Events Office of any deliveries scheduled to be received for the day(s) the theater is rented.
- Merchandise shipped for sale must include instructions for return as well as having the return shipping pre-paid.

Ticketing Services

Box Office Services are exclusively provided by the Mansfield Box Office and included in the rent of the Mansfield Theater.

- Contract Holder agrees to pay a reimbursement fee on all tickets charged via Visa or MasterCard.
- No show will be put on sale without signed Use Contract, Deposit and Show Build Form.
- Contract Holder agrees to pay a rush charges for shows needing to go on-sale with less than 2 weeks notice.
- In the event of a postponement or cancellation, the Contract Holder agrees notify all tickets buyers and to pay a per order charge (plus any credit card fees) for all orders needing to be cancelled or refunded.
- The Mansfield Box Office does not provide support for tickets sold to be distributed to outlets.

Miscellaneous

- All rights and royalty fees including but not limited to ASCAP and BMI fees are the responsibility of the Contract Holder.
- Contract Holder is required to provide a technical rider at the time of submitting the signed Contract and deposit.

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- The Mansfield Theater's technical director (or assignee) is required whenever the Theater is accessed.
- Contract Holder agrees to secure prior approval on all decorations.
- The use of tape, tacks, nails, screws or hooks on walls, woodwork, doors, floors, fixtures, ceiling or carpet is strictly prohibited.
- Facility will be left in the condition it was found; if it is not, a damage fee will be assessed.
- Use of candles is prohibited. Contract Holder agrees to have all use of all other flame devises and pyrotechnics pre-approved by the City of Great Falls Fire Marshall, 406-727-8070.
- The Contract Holder is responsible for compliance with the room's occupancy limits set forth by Fire Code.
- For energy conservation, lights will be off when room is not in use.
- For fire safety, all building exits will be accessible and a clear path left open.
- The Great Falls Civic Center is a non-smoking facility. If there is evidence of smoking a fee will be assessed.
- Any adjustments that may need to be made to the premises may only be done by City of Great Falls personnel. Under no circumstances is the Contract Holder to perform any maintenance, electrical or other work to the City of Great Falls' property.
- Subcontractors hired by the Contract Holder must comply with all city, county and state codes and business practices (and upon request by the Venue be able to provide proof, i.e., business license, workers' compensation insurance, etc).
- The building will be closed and locked at conclusion of event.
- Contract Holder agrees to remove and return any equipment immediately following the event; the facility will not store items unclaimed and will access a fee for anything left on premise.
- All accounts receivable will be assessed finance charges.

Insurance

- Contract Holder agrees to obtain insurance at their own expense and to keep in full force and effect during the use or occupancy of the facility, including move-in and move-out periods.
- All policies shall be issued by companies licensed to do business in the State of Montana and having at least an "A" rating in the current Best's Manual.
- All such policies shall be endorsed to be primary of all other valid and collectible coverages maintained by the Contract Holder and the City of Great Falls, with respect to their activity at the facility.
- All polices will be written on an occurrence basis.
- Claims made policies are not acceptable and do not constitute compliance with the Contract Holder's insurance obligation.
- Comprehensive General Liability shall have limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage (including coverage for Personal and Advertising Injury; Products/Completed Operations; Fire Damage and Liquor Liability, if applicable).
- Contract Holder agrees to indemnify, hold harmless and defend the City of Great Falls, The Mansfield Center for the Performing Arts, their officers, directors, agents, servants and employees ("indemnities") from and against all liabilities, damages, actions, costs, losses, claims and expenses (including attorney's fees), on account of personal injury, death or damage to or loss of property of profits arising out of or resulting, in whole or in part, from any act, omission, negligence, fault or violation of law or ordinance of permission of Contract Holder. Such indemnification by Contract Holder shall apply unless such damage or injury results solely from the negligence, gross negligence or willful misconduct of the City of Great Falls.

Concessions

- The Mansfield retains all rights to Theater concessions.
- Should an event include use of alcoholic beverages, Contract Holder agrees to abide by all federal, state, county and municipal laws, statues, regulations and ordinances pertaining to sales, distribution or consumption of alcoholic beverages. Any questions should be referred to the State of Montana, Department of Revenue, Liquor Division, Helena, Montana; phone 406-444-6900.

Parking

- Contract Holder agrees to distribute parking information to all volunteers/workers/ and patrons involved with or attending an event at the Civic Center held Monday-Friday between the hours of 7 a.m. and 5:30 p.m. and on Saturdays between the hours of 7 a.m. and noon to ensure that the private parking lots around the

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building are not used for loading/unloading/unloading, deliveries or patrons attending an event. Please use the parking information found on this website.

- If a Contract Holder does not distribute parking information to their volunteers/worker's and patrons vehicles may be towed if they park in the private parking areas around the building.
- The Mansfield is not responsible for parking lots or patron parking. **Please address parking issues with City of Great Falls Community Development Department.**
- Fire lane restrictions must be strictly adhered to.

Advertising

- Contract Holder agrees and understands **the name Mansfield Theater and Mansfield Box Office shall be used for all publicity**. The room location (Theater) should be used only in conjunction with at the Mansfield Center for the Performing Arts in the Great Falls Civic Center.
- All advertising expenses are the responsibility of the Contract Holder.

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