



**Item:** Mansfield Theater Lobby Exclusive Concessions Agreement

**From:** Park and Recreation/Mansfield Events Center

**Initiated By:** Dona Hughes, Events Supervisor

**Presented By:** Marty Basta, Park & Recreation Director

**Action Requested:** Approve the Sparkettes of Montana for the Mansfield Theater Lobby Exclusive Concessions Agreement

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) the Mansfield Theater Lobby Exclusive Concessions Agreement with the Sparkettes of Montana and authorize the City Manager to execute the agreement.”

2. Mayor calls for a second, discussion, inquiries from the public, and calls the vote.

---

**Staff Recommendation:** Staff recommends that the City Commission approve the Mansfield Theater Lobby Exclusive Concessions Agreement with the Sparkettes of Montana.

**Background:** The City of Great Falls Park and Recreation Department/Mansfield Events Office requested proposals for a three (3) year exclusive concession agreement for the Great Falls Civic Center Mansfield Theater lobby, and Gibson Room when used as a second lobby during events. Miss Linda’s School of Dance has provided the service for the past six years; their current agreement expires August 31, 2009.

Three proposals were received; Miss Linda’s School of Dance, Retired Senior Volunteer Program (RSVP) and the Sparkettes. After review by Acting City Attorney, Chad Parker, Miss Linda’s School of Dance was determined to be ineligible due to a late submittal of the signed and notarized Affidavit of Non-Collusion and RSVP was ineligible due to the missed deadline for submittal. The Sparkettes’ proposal was the only viable proposal and met the minimum requirements set forth in the Request for Proposals.

The Sparkettes will provide adult and teen staff and purchase and sell City/County Health approved foods and beverages pre-show and at intermission. Price of items will range from \$1 to \$6 for 2009-2010 season. Review of menu, product and prices will be made annually. The

Sparkettes will pay a fee of 20% of gross sales to the Mansfield Events Center post show. Mansfield Events Center will provide a reasonable amount of tables, chairs, linens and ice as well as lobby space, storage and preparation space. Total revenue to be realized by the Mansfield Events Office is estimated at \$6,300 over the three-year period.

Staff feels concessions are part of the amenities a patron may expect when attending a performance at the Mansfield Theater. City staff also feels that there is a value to the storefront space provided to the concessionaire. The proposal is beneficial to the Mansfield Events Center as Park and Recreation continues to look towards alternate revenue sources.

**Concurrences:** Staff and Chairman of the Mansfield Center for the Performing Arts Advisory Board reviewed the proposal and agree that it meets the requirements of the Request for Proposals and can serve the needs for Mansfield Theater Concessions.

**Fiscal Impact:** \$6,300 over the three-year period

**Alternatives:** Reject all Proposals and repeat the Request for Proposals process, or no longer provide concessions services for events in the Mansfield Theater.

**Attachments/Exhibits:** Mansfield Theater Lobby Exclusive Concessions Agreement

**MANSFIELD THEATER LOBBY  
EXCLUSIVE CONCESSION AGREEMENT**

***THIS EXCLUSIVE CONCESSION AGREEMENT***, made and entered into this \_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Great Falls, Montana, a municipal corporation, hereinafter referred to as "City" and Sparkettes of Montana, hereinafter referred to as "Sparkettes".

**WITNESSETH:**

***WHEREAS***, after requesting proposals for exclusive concession agreement for the Mansfield Theater lobby and Gibson Room, when used as a second lobby, the City has accepted the proposal and qualifications of ***Sparkettes***, and,

***WHEREAS***, the parties hereto have reached an agreement of providing exclusive concession service rights for the Mansfield Theater lobby.

**1. PURPOSE**

It is the intent of the Mansfield Events Center to provide an exclusive concession operation in the Mansfield Theater lobby and Gibson Room, when used as a second lobby, for performances at the Mansfield Theater.

**2. TERM OF AGREEMENT**

The term of this agreement shall be for three (3) years, beginning September 1, 2009 through August 31, 2012. This agreement may be terminated with just cause prior to the expiration of the three year term by either party giving written notice not less than ninety (90) days prior to the annual anniversary date of this lease. Further, the City retains the right to terminate this contract after the completion of any season for any reason that is deemed necessary by the City with written notice. The City reserves the right to withdraw at any time from the agreement if the Concessionaire's work has proven unsatisfactory. Verbal agreements with any employee or City staff member, before, on or after execution date of this agreement, shall not affect or modify the terms of obligation contained in the agreement. Any amendment or modifications of this agreement or any provision herein shall be made in writing and executed in the same manner as this original document and shall, after execution, become a part of the agreement. Sparkettes may not assign or sublet this agreement, or any right, privilege or interest, directly or indirectly, without prior approval and written permission from the Mansfield Events Center.

**3. PROPOSAL**

**Sparkettes agree to:**

- a) Sparkettes will provide trained staff, product, change bank, signage, cleaning supplies and any other equipment as needed for lobby concessions for all Mansfield Theater activities. The Mansfield Events staff and Sparkettes may agree that concession service is not necessary for a particular event.
- b) Price of items may range from \$1 to \$6 for 2009-2010 season. Review of menu, product and prices shall be submitted annually in August to the Events Office for review.
- c) When attendance warrants and the Gibson Room serves as a second lobby, Sparkettes

will also provide concessions in the second lobby location.

- d) Sparkettes will pay a fee of 20% of gross sales to the Mansfield Events Office at the conclusion of sales on day of event. An accounting record report, cash register tape or some other record of sales detailing the gross and percentage will be provided to Events staff.
- e) Sparkettes will provide all trained staff needed, including set up, sales and clean up. At least two adults are also required for the Theater lobby and, when needed, two adults for the Gibson Room. Competent middle and high school students may be substituted for one adult in each area when deemed appropriate. Staff must wear business-casual attire. Aprons and other Sparkettes logo wear and uniforms would also be acceptable and is encouraged by the Mansfield Center for the Performing Arts Advisory Board. When appropriate, costumes consistent with the theme of the production would also be acceptable. No barefeet or open-toed shoes are allowed at any time.
- f) Sparkettes are be responsible for all clean up including wiping off tables, putting away all merchandise, removing any signage, placing all garbage in appropriate receptacles, clean up of preparation space and proper storage of all material in designated area(s).
- g) Sparkettes must abide by all City/County Health codes requirements. Merchandise must consist of items from an appropriately licensed establishment and be prepackaged. Items such as cookies, grapes and crackers may be set on plates or in other appropriate containers as long as approved by City/County Health officials and City officials and their procedures are followed (including gloves and other safe food handling procedures).
- h) Sparkettes are responsible for procuring, supplying and posting all permits and licenses necessary to offer and sell concessions. Should a Concessionaire want to sell alcoholic beverages, they agree to secure a permit and abide by all federal, state, county and municipal laws, statutes, regulations and ordinances pertaining to the sales, distribution or consumption of alcoholic beverages. For more information or questions, please contact the State of Montana, Department of Revenue, Liquor Division, Helena, Montana; phone (406) 444-6900. A City of Great Falls License Certificate is also required to sell alcohol. (City Code: sect. 5.03.430A.) For information on a City of Great Falls License call 406-455-8414.
- i) Sparkettes are responsible for all taxes annexed or levied against concession business.
- j) Sparkettes are responsible for any damage caused by volunteers and/or staff.
- k) Sparkettes agree that no display signs, menus or advertising materials of any kind shall be used or placed on the exterior of the building. Signage may be used at the designated concession sales area(s).
- l) Sparkettes agree to no use of any tape, tacks, nails, screws or hooks on any walls, woodwork, furniture, doors, ceilings or floors. The only approved method to affix material on walls is poster putty. Tacks or t-pins may be used on some cloth specialized wall coverings in the Gibson room. A damage fee may be accessed to Sparkettes for non-compliance.
- m) Sparkettes agree to display (and let the patron know verbally) venue policy signage that alerts patrons to the “No food or drink, except for bottled water, in Theater.”

- n) Decorations may be considered with prior approval by Mansfield Events staff. There is absolutely no use of any “open flame” devices, which include but are not limited to candles, lighters, lanterns or lamps.
- o) No building exit may be blocked at any time.

**The City agrees to:**

- a) Grant to Sparkettes the exclusive lobby concession rights to all Mansfield Theater activities.
- b) Provide a small storage and preparation space; and in the lobby areas, provide a reasonable number of tables, chairs, linens and ice. Events staff will be responsible for setting up and tearing down necessary furniture and linens.
- c) Provide a schedule of events for concession planning for the Mansfield Theater.
- d) Provide a staff person to receive the payment of percentage and provide a receipt of payment at the conclusion of sales.

**4. INSURANCE REQUIREMENTS**

- a) Concessionaire agrees to indemnify and hold harmless the City of Great Falls its officers, agents and employees from and against all liability, claims and demands on account of injury, loss or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the contract activities, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, negligence or other fault on the part of the Concessionaire.
- b) Concessionaire shall procure and maintain in full force and effect during the terms of this agreement, liability insurance with a reliable company including Products-Completed Operations, Personal and advertising Injury and Fire Damage with a minimum policy limit of \$1,000,000 and name the City of Great Falls additional insured on the policy to be evidenced by a certificate of insurance presented to the Mansfield Events Office on or before September 1 of each year. Product liability insurance will be excluded if concessionaire is reselling prepackaged products only.
- c) The Concessionaire must also carry Workers’ Compensation Insurance with Montana Statutory limits. The City of Great Falls provides property insurance for the Mansfield Theater at the Civic Center. The Concessionaire is responsible for insuring their product, signage and equipment.
- p) If selling alcohol, the Concessionaire must provide the Mansfield Events Center with proof of Liquor Liability Insurance coverage in the amount of \$1,000,000 and the coverage should name the City of Great Falls as an additional insured evidenced by a certificate of insurance presented to the Mansfield Events Office on or before July 1 of each year.

***IN WITNESS WHEREOF***, the parties hereto have caused this instrument to be executed by the persons duly authorized thereto the day and year first hereinabove written.

**ATTEST**

**CITY OF GREAT FALLS**

Party of the First Part

REVIEWED FOR LEGAL CONTENT

\_\_\_\_\_  
Gregory T. Doyon, City Manager

\_\_\_\_\_  
Chad Parker, Acting City Attorney

ATTEST:

(Seal of the City)

\_\_\_\_\_  
Lisa Kunz, City Clerk

**THE SPARKETTES OF MONTANA**

Party of the Second Part

\_\_\_\_\_  
Tammy Morse, Executive Director

STATE OF MONTANA     )  
County of Cascade       : ss.  
City of Great Falls     )

STATE OF MONTANA     )  
County of Cascade       : ss.  
City of Great Falls     )

On this \_\_\_\_ day of \_\_\_\_\_, 2009, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

\_\_\_\_\_  
Notary Public for the State of Montana  
Printed Name: \_\_\_\_\_  
Residing at Great Falls, Montana  
My Commission Expires: \_\_\_\_\_