



## Theater Rental Guidelines and Fees

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**This information is provided to help you understand the process and determine needs and costs associated with leasing Alberta Bair Theater. All events are scheduled and contracted at the discretion of the Programming Director and/or Executive Director. Please contact ABT Programming Director at (406) 256-8915 for information and date availability. All event expenses will be withheld from gross ticket sales or other receipts and the balance will be paid or invoiced within five working days after the event.**

### Alberta Bair Theater General Information

Alberta Bair Theater was originally built as the Fox Theatre and opened its doors November 17, 1931. This elegant theater was financed in part by the 20th Century Fox Corporation, which purchased the land from Charles M. Bair. The Fox Theater had the distinction of being the last Art Deco style theater in the United States built by the 20th Century Fox Corporation and designed by Robert C. Reamer.

The Fox Theatre served as home for the Billings Community Concerts Organization for more than 50 years. It was also the home venue for the Billings Symphony Orchestra & Chorale and offered live plays and musicals that benefited the Fox Committee for the Performing Arts. After many years as a vaudeville house, movie theatre, and performance venue, the decaying building was purchased by the City of Billings and scheduled to be torn down. Community leaders stepped forward and formed the Fox Committee to raise the funds needed to renovate this much-loved venue.

With a lead gift from Alberta Bair, the daughter of Charles M. Bair and born in the house that once occupied the site, the community successfully completed what was, up to that time, the largest single fundraising campaign in the State of Montana. The completely renovated theater was reopened on January 24, 1987.

Today the Alberta Bair Theater is the largest fully equipped performing arts center in the region. The 1394 capacity venue showcases professional touring companies as well as serving as the home for the Billings Symphony Orchestra & Chorale and many other community performing groups.

### Event Definitions

**Public Performances:** Applies to a presentation using the stage and auditorium, open to the general public and utilizes tickets or accounts for the number of attendees. This category includes but is not limited to all forms of dramatic, musical, dance, athletic, lecture or film presentations.

**Meetings and Private Events:** Applies to a non-ticketed presentation where attendance is limited to members of a particular group or invited attendees and requires minimal labor and stage equipment use. This category includes receptions, seminars, conferences, etc.

**Competitions:** Applies to any event, whether open to the public or not, in which individuals or groups are judged on their performance.

## User Definitions

**Commercial:** Applies to any theater use by a for profit institute, agency, commercial promoter, business or other private enterprise. It also applies to nonprofit organizations that reside outside of Yellowstone County, Montana.

**Nonprofit:** Applies to any theater use by a tax-exempt, nonprofit organization, educational institution, or governmental entity. The theater will require proof of the organization's tax-exempt status issued by the Internal Revenue Service. To qualify for the nonprofit rate, organizations must reside or have an active organization within Yellowstone County, Montana.

**Community:** Applies to any use of the theater by a qualifying nonprofit organization that is presenting or sponsoring a local or touring amateur performance, film presentation, lecture/debate, etc. with a maximum ticket fee of twelve dollars (\$12). If the admission fee collected is over twelve dollars (\$12) including ticketing and operations fees, the Renter will either be charged the nonprofit or commercial rate.

**Annual Community Users:** Applies to any organization residing in Yellowstone County, regardless of nonprofit or commercial status, which uses the venue each year.

## Booking and Scheduling

**Alberta Bair Theater reserves, at its sole discretion, the right to refuse booking a date with any user or organization for any reason. Any organization with outstanding charges will not be allowed to book or hold any dates until all charges have been paid.**

Annual community users will be given preference for booking equivalent dates for their use each year. These dates may be set 12-18 months in advance. They may set non-equivalent dates up to 12 months in advance as long as the date is open and not being held by another organization. Any date not set or held 12 months in advance will be released.

Alberta Bair Theater maintains a 1-year master event calendar. All hold requests for use must be initiated with a completed application for use and Date Hold Form. This form may be obtained online to be sent to the ABT Programming Director. All dates must be contracted and a deposit received within thirty (30) days of a hold request or the date will be released. The ABT may hold dates for additional days at the discretion of the Programming Director. It is the responsibility of all users to notify ABT if they desire to extend an existing hold.

A date that is being "held" (without deposit) it may be challenged by another user or organization. The user with the original hold will have two (2) full business days to confirm the date and submit a signed lease agreement with deposit. Should the lease agreement and deposit not be received, the date will be released to the user requesting the challenge. They will have two (2) full business days to submit a signed lease agreement and deposit to secure the date.

**Any rehearsal or technical set-up may be bumped for a performance rental with a sixty (60) day notice to the Renter.** This does not apply to dress rehearsals or a technical day immediately preceding a performance day. ABT will make every effort to reschedule bumped rehearsals within the same week.

## Deposits

The theater requires one-half the base rental fee for an event as a deposit upon signing the Rental Contract. For free events, or if the theater is not providing ticketing services, the deposit may be the total rental fee. If the Renter has never rented the theater before, they may also be required to pay estimated expenses in addition to rent at the time of the signing of the Rental Contract. **All rental deposits are non-refundable.**

An additional damage deposit may be required for certain events. This will be determined by the Programming Director when the event is booked. Damage deposits will be returned after inspection of the venue by the ABT Facility/Technical Director certifies that no damage was incurred.

Alberta Bair Theater may waive deposits for nonprofit organizations and annual users residing in Yellowstone County at the discretion of the Executive Director.

## Cancelled and Rescheduled Events

If a Renter fails to hold each event or events as specified in the "Use Agreement" at the time agreed, the Renter shall pay to the theater a sum equal to the expenses incurred by the theater for the event as well as forfeit any deposit. Expense will include Box Office fees, merchant service fees, labor and any equipment or services procured by ABT on behalf of the Renter.

If a Renter does not use a rehearsal or technical day, without notification of at least a full week, they will be charged the full amount as stated in the "Use Agreement."

In the event of a cancellation, a Renter's right to receive any ticket proceeds is superseded by the rights of ticket holders to receive refunds. Alberta Bair Theater will refund all tickets sold through the ABT Box Office and its official outlets. ABT will not be responsible for any refunds on tickets sold outside of the ABT Box Office. Renters will be billed for any costs incurred by ABT for publishing the cancellation, contacting ticket holders and the refund of tickets.

A Renter may apply a deposit to any cancelled event that is rescheduled within six (6) months of the date of cancellation. Ticket purchasers will be allowed to receive ticket refunds for any rescheduled event up to one (1) week prior to the event or until the time and date of the event, if the rescheduled date is less than one week after the original date. Additional Box Office fees will apply for refunded tickets.

## Liability Insurance

All Renters of Alberta Bair Theater shall be required to furnish a Certificate of Liability Insurance in which Alberta Bair Theater and the City of Billings are named as an additional insured party and specify the dates of the event(s). Renters shall furnish evidence of insurance through a Certificate of Insurance in the amount of **\$1,000,000.00** per occurrence for bodily injury, accidental death and property damage with a general aggregate of **\$2,000,000.00**. The certificate shall be furnished within a reasonable time after the execution of the Rental Contract, but not later than 14 days prior to the date of the first scheduled use of the theater by the Renter. In certain instances the Renter may be required to obtain additional insurance as determined by the ABT Executive Director.

All subcontractors for the Renter (i.e., photographers, videographers, production companies, etc.) must comply with the same insurance criteria as described above. It is the responsibility of the Renter to inform subcontractors, obtain the certificates and forward those to ABT. Subcontractors that do not present proof of insurance will not be allowed to operate on ABT property.

Alberta Bair Theater does not offer Renters the ability to purchase insurance coverage through its policy.

## **ASCAP / BMI Licensing Fees**

Alberta Bair Theater is required to report performances to ASCAP and BMI. Any Renter that performs or promotes an event that utilizes copyrighted musical works, and whose performances are not specifically exempt under the law, must have licenses from ASCAP and BMI. This includes musical works performed or incorporated into an event in which "dramatic rights" have not been contracted.

Proof of this license and licensing number will be provided to ABT at the time of contracting. Failure to provide this proof or proof of exemption will result in the withholding of licensing fees from settlement and forwarded to ASCAP and BMI on Renter's behalf. For events without ticket sales the licensing number must be provided before a lease agreement is signed.

## **Event Ticketing**

Events held at Alberta Bair Theater will be ticketed through the ABT Box Office. No event may be advertised or put on sale until a signed agreement, Ticketing Event Form and deposit have been received by ABT.

Renters may sell consignment tickets printed by ABT. The number of consignment tickets may not exceed more than 50% of the available inventory. All fees as detailed in the Event Ticketing Form will apply to tickets sold by consignment. Renters are required to notify ABT of any discounts or special offers that are offered prior to advertising to the public. Under no circumstances will ABT allow ticketing or admittance in excess of the official seating capacity.

## **Artist Agreements and Technical Riders**

Any agreements or technical riders with artists that are performing during the event or with the renting organization must be provided to Alberta Bair Theater. Financial information may be deleted. The Renter must also provide any amendments or changes to these agreements and riders in written form. All these documents must be provided at least 30 days prior to the scheduled date of the event. Failure to provide this information may result in additional charges to Renter should ABT be required to provide contracted items or services.

## **Event Production Meeting / Advance**

All Renters must have a person designated to make decisions regarding the production of the event. This person must contact the ABT Facility/Technical Director at least three (3) weeks prior to the performance/event date to review all technical needs of the event. The Artist Services Manager must be contacted no later than two (2) weeks prior to the event to review artist hospitality and the House Manager must be contacted no later than two (2) weeks prior to review merchandise and patron needs. This may be done in person or via phone or email. When possible, and for new Renters, ABT prefers to have a production meeting at least three (3) weeks prior to the event. Failure to properly advance the event may result in additional costs that will be billed to the Renter. Any cost incurred by requests made directly by performers to the ABT will be billed to the Renter.

## **Merchandise Sales**

The sale of merchandise, souvenirs, or goods of any kind is subject to the approval of the Programming Director or Executive Director or House Manager. All Renters must set up and adhere to any space requirements prior to the opening of the doors. The theater will charge fifteen percent (15%) commission of gross sales on non-recorded items and 10% on recorded material. The ABT can supply sales personnel and change funds and charges an additional ten percent (10%) of gross sales for this service. Any merchandise placed on sale must be inventoried by the House Manager or their designee before sales begin. Arrangements for such sales must be made at least one (1) week prior to the event. The theater retains the exclusive right to sell food and drink items and its own merchandise at all events without Renter participation in the proceeds.

## **Public Safety and Security**

The number of persons admitted to the premises may not exceed the number set by Yellowstone County code or deemed reasonable by ABT. Renter may not obstruct any sidewalks, entries, vestibules or other public passageways.

Alberta Bair Theater 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 any other person on the premises. ABT reserves the right to refuse admission to any person displaying the above behaviors or appears to be under the influence of drugs or alcohol. ABT will not be held liable for any damages to the Renter in exercising this right.

All event security and patron services staff will be supplied by ABT. Any professional bonded and licensed security or crowd management staff required for the event will be contracted by ABT and billed to the Renter. Only uniformed law enforcement personnel will be allowed to be armed in the venue.

## **Artist Hospitality and Catering**

Alberta Bair Theater Artist Services Manager can provide catering and hospitality services for events and artists. This will be billed at cost plus an additional service fee. All requirements must be supplied by Renter at least two (2) weeks prior to the event. A representative of the Renter will be responsible for approving or changing needs listed in artist riders. Any additions, changes or needs not communicated in a timely fashion may result in additional charges.

With the exception of alcohol, Renters may supply artist catering and hospitality themselves or directly through a caterer that is approved by the ABT Hospitality Manager. Additional fees will be charged for use of ABT catering equipment and for post event clean-up.

## Marketing

Renters are responsible for marketing and advertising their events. Any print or media ads that include the ABT logo must be submitted to the ABT Director of Marketing for approval. The following marketing services are included in the rental fee:

- Listed on the lighted venue marquee. Events are put up in order of date.
- Listed on the ABT website.
- Listed in the playbill calendar (provided event is contracted prior to publication dates).
- Event poster in outdoor lighted display if one is provided by Renter.

Additional marketing services are available. Venue prefers to create Facebook Events on its page or be co-host on Artist page. Contact the ABT Director of Marketing for deadlines and costs.

## Scenery and Props

All scenery and props are subject to inspection by the ABT Facility/Technical Director. Any items that are deemed unsafe or do not meet fire retardancy standards will not be allowed to be used in the venue. No construction, painting or gluing will be allowed without the expressed written consent of the ABT Facility/Technical Director.

## Animals

No animals are permitted in Alberta Bair Theater with the exception of trained service animals. Animals required for a production must be trained for stage performance and treated in accordance with guidelines of the American Society to Prevent Cruelty to Animals and, where required, Montana Fish and Wildlife regulations and guidelines. Animals required for a production may only be brought into the venue during performances or rehearsals.

If your Certificate of Liability Insurance does not specifically cover the animal(s), a separate certificate must be obtained from the trainer/owner matching the requirement in the previous insurance section.

## Firearms and Weapons

Firearms are not permitted on Alberta Bair Theater property unless required as part of a theatrical production. ABT must be notified prior to load-in of any firearms that are used during a production and only actors and production staff trained in their use onstage may handle them. Only blank cartridges may be used and cannot be loaded into the weapon until just prior to their use. Signs must be posted in the lobby during any production in which firearms are discharged. Any weapon used as a prop but not fired must be disabled so as not to be fired.

Knives or other bladed weapons over 4 inches in length are not allowed on ABT property unless used as part of a theatrical production.

## Pyrotechnic Devices and Open Flame

The Alberta Bair Theater Facility/Technical Director must be notified at least three (3) weeks prior to use of any pyrotechnic device or open flame during a rehearsal or performance. All pyrotechnics must be prepared and operated by a licensed operator. The use of pyrotechnics and open flame are subject to approval by the ABT Facility and Technical Director and Billings Fire Department.

## Damage to Theater

**The use of tape, nails, staples or mastic on any wall surface, inside or outside the theater, is prohibited and costs for cleaning or repairs will be billed to the Renter.** Writing or marking on any wall surface, mirror, glass, or other building surface with any material; any damage to the building or equipment; and any damages to floors caused by faulty castors, will result in charges to the Renter.

An additional damage deposit may be required for certain events. This will be determined by the ABT Programming Director and/or Executive Director when the event is booked. Damage deposits will be returned after inspection of the venue by the ABT Facility/Technical Director certifies that no damage was incurred.

## Parking

Parking is on the city street or in nearby parking garages. Please note that some lots near the theater are private lots and posted as such. Delivery and production vehicles as well as tour buses can be parked in the alley behind the theater or at bagged meters on Third Avenue North. ABT must be notified in advance if these will be needed in order to notify the City of Billings Parking Division or vehicles parked in these locations will be subject to ticketing and towing. ABT will not be held responsible for any charges incurred due to ticketed or towed vehicles.

## General Venue Rules and Regulations

The following rules and regulation will be enforced at all times:

- Per Montana law, no smoking is permitted inside the venue or within doorways.
- No event may be segregated on the base of race, gender or sexual orientation.
- Flash photography is prohibited. Non-flash photography may be permitted at Renters' discretion. ABT House Photographer reserves right to photograph during first three songs or ten minutes unless otherwise instructed to post on social media if desired.
- No event may be recorded or broadcast unless agreed to in writing prior to the event.
- All current American with Disabilities Act requirements and regulations must be followed.
- Guests are not allowed onstage or backstage unless approved by the ABT Facility/Technical Director and a representative of the Renter. All guests must wear appropriate identification.
- No solicitation is allowed on ABT property unless agreed to prior to the event.

## Alberta Bair Theater Rental Rates and Fees

**The base daily rental gives the Renter access to the venue from 8:00am till 12:00 Midnight.** Events that last outside these times will incur additional charges. All activities including load-in and set-up and load-out of all equipment must take place within this time period. All activities for partial day non-performance events must be accomplished within the time the venue is leased. Additional time will be billed at an hourly rate. Included in the rental of the theater and operations fee are: services of the ABT Facility/Technical Director during the licensed use in a supervisory capacity only (if any stagehand work is provided by supervisory personnel, that time will be billed as stagehand labor); House Manager, Ticket Office staff during a performance and for two hours prior; ticket takers and ushers; reasonable and normal cleaning; ABT stage equipment and furniture; general lighting; heat and or air conditioning; utilities, and access to all spaces needed for the event.

Stage lighting design and set design are not included, and, if needed, must be approved and arranged by the ABT Facility/Technical Director. Ticket services, stage crew and security personnel, merchandise sales, marketing services, hospitality or catering services, piano tuning, and any rental equipment will be billed as additional charges. All stage and house personnel must be provided by the theater. **All requests for the use of stage or lobby equipment or furniture must be made at least one week before the scheduled event or rehearsal.**

Ticketing fees cover all merchant service fees, box office staff needed to process orders during normal business hours, and the printing and mailing of tickets. Additional processing/convenience fees will be charged to ticket purchasers who order tickets by phone, internet or through outlet locations.

Higher rates apply for events that occur on official holidays. Official Holidays are New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

A separate agreement must be negotiated for any event that is recorded or broadcast.

## Stage Labor and House Staff

All non-touring stage and security personnel needed for set-up, load-in, performances or rehearsals will be provided by the theater unless other arrangements have been made with the Programming Director and/or Executive Director. The theater will deliver the services of such personnel, handle all scheduling, maintain hourly work records and prepare payrolls on behalf of the Renter. The Facility/Technical Director reserves the right to replace Renter-supplied personnel with ABT crew, if the Facility/ Technical Director decides the personnel are inexperienced or incompetent in operating technical equipment. If the Renter supplies any paid personnel, proof of Workers Compensation Insurance is required.

All ABT systems and equipment must be handled and operated by ABT house staff or technicians hired by ABT and familiar with their use. The ABT Facility/Technical Director must approve exceptions to this policy in advance. There must be at least one ABT production staff member in the venue at all times while any person associated with a Renter, including performers, production crew, managers, etc. are in the building, regardless of their reason for being there. This person will be charged as part of stage labor costs. A typical performance or event open to the public will require a minimum of two ABT House Staff in the venue.

Stagehands are non-union, trained staff and are billed at the rate indicated on the rate sheet. All work or show calls require a three-hour minimum per person. Any work required prior to 8:00am or after 12:00 Midnight will be charged at time and a half. Any hours above 40 that are worked during a week for the same production will be charged at time and a half. Labor required during official holidays will be negotiated. Official Holidays are New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

## **Pianos and Piano Tuning**

The theater has three pianos: a 1990 Steinway Model D 9' Concert Grand, a 1924 Steinway Model D 9' Concert Grand, and a 1993 Yamaha P-22 Studio Piano.

It is expected that artists and stage hands will treat the pianos with care and respect. No food, beverages, ashtrays, cigarettes, equipment, tools, props or other items are to be placed on the pianos, unless the items are integral to a performance and have been approved in advance by the Facility and Technical Director.

The pianos are not available for use outside the theater. The pianos may be moved only by personnel provided by the theater. This includes moving the pianos in and out of the storage room, up and down the orchestra pit, or anywhere around the stage. Pianists may only make minor adjustments to the Concert Grand piano's location or orientation to the audience.

All tuning of the pianos will be done by piano tuners provided by Alberta Bair Theater. No one, except approved piano tuners, is allowed to attempt to change the tuning of the pianos. Any damage to the pianos caused by violating these policies, or caused by any other reasons, will be repaired by the theater and charges will be billed to the responsible individual or organization.

The fee for use of the pianos includes one tuning. Additional tunings or services of a piano technician will be billed at cost plus a 15% service fee.

## **Additional Production Equipment and Services**

Unless specifically listed in the fee schedule, there is no charge for use of any stage equipment owned by the theater. There may, however, be equipment in the theater belonging to other parties which is not available for use. Contact the Facility/ Technical Director for details. None of the theater's technical systems or equipment can be used or changed without the prior knowledge or approval of the Facility/Technical Director. This includes all lighting, rigging, sound equipment, draperies, orchestra shell, portable dance floor, pianos, risers, musical instruments, personnel lift, stage furniture, tools and other items.

ABT can arrange the rental of equipment or services required for an event that is not available as part of the venue inventory. The cost of providing this service will be billed to the Renter at cost plus a 15% service fee.

<b>Alberta Bair Theater 2021-22 Rental Rates and Fees Per Day of Use</b>			
<b>Performances-Public</b>	<b>Commercial</b>	<b>Nonprofit</b>	<b>Community</b>
<b>Fridays, Saturdays &amp; Holidays</b>			
One Performance	\$2,000.00	\$1,500.00	\$1,250.00
Second Performance - Same Day	\$1,000.00	\$750.00	\$650.00
Additional Rehearsal or Technical Set-up Days	\$2,000.00	\$1,500.00	\$750.00
Cleaning Fee (minimum)	\$550.00	\$550.00	\$550.00
Operations Fee	5% gross ticket sales with \$750 minimum		
Free Admission Performances/ Rehearsals	Events w/ free admission assessed \$2.00 per attendee		
Credit Card Fees	4% of gross credit card sales		
Box Office Fee	1.5% of gross ticket sales with \$100 minimum		
Facility Fee – Per Ticket/Attendee	\$3.00		
Processing Fee (per ticket, paid by purchaser)	\$5.00 by internet, \$3 by phone, \$0 at window		
<b>Performances-Public</b>	<b>Commercial</b>	<b>Nonprofit</b>	<b>Community</b>
<b>Sunday - Thursday</b>			
One Performance	\$2,000.00	\$1,500.00	\$1,000.00
Second Performance - Same Day	\$1,000.00	\$750.00	\$650.00
Additional Rehearsal or Technical Set-up Days	\$1,000.00	\$750.00	\$750.00
Cleaning Fee (minimum)	\$550.00	\$550.00	\$550.00
Operations Fee	5% gross tickets sales with \$750 minimum		
Free Admission Performances/ Rehearsals	Events w/ free admission assessed \$2.00 per attendee		
Credit Card Fees	4% of gross credit card sales		
Box Office Fee	1.5% of gross ticket sales with \$100 minimum		
Facility Fee - Per Ticket/Attendee	As stated above		
Processing Fee	As stated above		
<b>Labor Fees</b>	<b>All Users</b>		
Stage hands/Labor (OT & holidays higher rate)	\$30.00	3 hr min. – specialty labor may cost more	
Runner	\$30.00	per hour - 3 hour minimum	
Security Supervisor	\$35.00	per hour and includes vehicle	
Security Staff	\$30.00	per hour	
Piano Tuning		per hour, min. \$100	
Ticket Sellers   Ticket Takers		inc. in box office fee	
Ushers		inc in operations fee	
<b>Equipment Fees</b>	<b>All Users</b>		
Steinway Grand Piano	\$250.00	Inc one tuning	
Upright Piano	\$100.00		
Followspot (4 available)	\$125.00	per spot, per event	
House Sound System	\$250.00		
Wireless Mic	\$75.00		
Hazer	\$75.00		
Projector	\$250.00		
Orchestra Shell	\$250.00		
Cyclorama	\$250.00		
Scrim	\$150.00		
Marley Dance Floor	\$250.00		
<b>Service Fees</b>	<b>All Users</b>		
In House Catering / Artist Hospitality		At Cost + 30%	
Renter Arranged Catering/Hospitality		\$100 cleanup fee	
Marketing Services		At Cost + 15%	