



Rental Rates & Policies

Effective 7/1/19

Use of Mount Baker Theatre Venue

Anyone may rent MBT venues, unless MBT staff believe that renter is likely to either:

1. Do damage to the facility, or
2. Compete with MBT-presented shows or other previously booked events

No preferential treatment is given based on content, type of organization, location, not-for-profit status, or length of relationship with MBT. Equal and fair treatment of all renters is of critical importance as it relates to rental fees and access to available rental dates so as not to jeopardize the tax-free bonds created by the Bellingham-Whatcom Public Facilities District and used as a major funding mechanism for previous MBT renovations.

Main Stage Rental Rates

Ticket Price (to Patron)	Rate 1 \$10 & under	Rate 2 Over \$10 to under \$23	Rate 3 \$23 to under \$35	Rate 4 At or over \$35
Facility Fee (1 show - 12 hours)	\$1250	\$1275	\$3000	\$4500 vs 10% of gross (capped at \$6,000)
Building Restoration Fee <i>No BRF on first 20 comps</i>	NA	\$1.25	\$1.50	\$2.00
Weekend Premium	\$500 added to Facility Fee above Friday through Sunday ~ December & June			
Stage & House Labor	Hourly + 20% Average rates: Stage at \$25 and House at \$20			
Merchandise Commission	15% on net sales (after sales tax) \$100 fee for MBT labor to sell (added to 15%)			
Rehearsals/Load-In (Sunday-Thursday)	\$400 first 5 hours, \$75 per each additional hour			
Rehearsals/Load-In (Friday-Saturday)	\$750 first 5 hours \$75/addl hour	\$1200 first 5 hours \$125/addl hour	\$2000 first 5 hours \$175/addl hour	\$2000 first 5 hours \$225/addl hour
Second show same day	One-half of the Facility Fee above			

~~~ Pass Through Fees Required by Other Entities ~~~	
<b>Credit Card Fee</b>	3.5%
<b>City Admission Tax</b>	5%
<b>BMI/ASCAP Fees</b>	Contact MBT for current rates

Main Stage rental fee includes the use of:

1. Facilities:
  - All technical equipment and stage furnishings owned by MBT
  - Facilities Director and House Manager services prior to performance date
  - For rehearsals and stage work: auditorium, stage, backstage area, fly area, dressing rooms
  - For performances and public events: the items listed above plus lobbies and public restrooms
2. Ticketing (see detailed information below)

3. Ushers: MBT provides trained ushers at no charge

**Week-Day Rehearsals**: Weekday (Sunday through Thursday) rehearsals or non-performance events may be bumped with 1 month advance notice. If this happens MBT will do its best to provide a different night that week or a different location (Harold and Irene Walton Theatre or Encore Room). Final Dress rehearsals prior to performance will not be bumped.

**Stage & House Personnel**:

- All stage crew, projectionists, house staff, and security personnel are scheduled, supervised, and paid by MBT. Renter will be charged for the cost of that labor as listed in the rate table above. MBT is a union facility serviced by Local #15 of the International Alliance of Theatrical Stage Employees (IATSE), AFL-CIO.
- MBT Facilities Director is responsible for all stage production activities and only MBT's Facilities Director and union employees are authorized to handle any technical equipment in the theatre.

**Walton Theatre/Encore Room Rental Rates**

Rental of either room does not include use of the lobby except as required for access.

1. Encore Room:

Rental includes pre-set room-light options, two wired mics, laptop & projector, incidental linens and coffee/water service, and Event Manager

- \$75 per hour Facility Fee
  - Minimum 2-hour rental; after first ¼ hour, all additional time billed in ¼ hour increments
  - For add-on to Main Stage Rental, see Item #5 below
  - Merchandise commission: 15% of net sales (after taxes) *Fee waived for local renter*
- Add-ons:
  - Full-room linens and coffee/water service - \$75
  - For other add-on items, see Item #6 below
- Free-use by local arts-related nonprofit organizations is allowed on a space-available basis
- Additional charges to renter for ticketed events:
  - \$1.00 per ticket Building Restoration Fee
  - 3.5% credit/debit card processing fee
  - 5% City Admission Tax
  - Room tech required for any use of MBT sound/light equipment; 2-hour minimum at \$25 per hour

2. Walton Theatre – Performance:

Rental includes 3 stage sections, room set-up and tear-down, incidental linens and coffee/water service, pre-set room-light options, two wired mics, laptop & projector, use of piano (on floor), and Event Manager.

- \$75 per hour Facility Fee, first 4 hours; \$25 for each additional hour
  - Minimum 2-hour rental; after first ¼ hour, all additional time billed in ¼ hour increments
  - For add-on to Main Stage Rental, see Item #5 below
  - Merchandise commission 15% of net sales (after taxes); *Fee waived for local renter*
- Add-ons:
  - Full-room linens and coffee/water service - \$75
  - Dance floor - \$125
  - For other add-on items not specific to this rate level, see Item #6 below
- Additional charges to renter for ticketed events:
  - \$1.00 per ticket Building Restoration Fee
  - 3.5% credit/debit card processing fee
  - 5% City Admission Tax
- Venue Retainer Fee: Depending on availability, renter may pay a Venue Retainer Fee to rent non-performance days that fall between scheduled performance days for a nominal fee of \$100 per day.

- Rental is intended only to allow room set-up to remain in place; no full-scale rehearsal or performances are permitted on these dates. Renter may have minimal access to the venue on these dates. Any need for access outside of regular MBT business hours or for staff assistance on such days will result in labor charges per usual MBT labor rates.
  - Rehearsals, load-in, and tech days prior to the first performance are at standard rate.
3. Walton Theatre – Non-Performance Public Event:  
Rental includes room set-up and tear-down, incidental linens and coffee/water service, pre-set room-light options, two wired mics, laptop & projector, and Event Manager
- \$100 per hour Facility Fee, first 4 hours; \$50 for each additional hour
    - Minimum 2-hour rental; after first ¼ hour, all additional time billed in ¼ hour increments
    - Merchandise commission 15% of net sales (after taxes); *Fee waived for local renter*
  - Add-ons:
    - Full-room linens and coffee/water service - \$75
    - For other add-on items not specific to this rate level, see Item #6 below
  - Additional charges to renter for ticketed events:
    - \$1.00 per ticket Building Restoration Fee
    - 3.5% credit/debit card processing fee
    - 5% City Admission Tax
4. Walton Theatre – Private Event:  
Rental includes room set-up and tear-down, incidental linens and coffee/water service, pre-set room-light options, two wired mics, laptop & projector, use of piano (on floor), and Event Manager
- \$150 per hour Facility Fee, first 4 hours; \$75 for each additional hour
    - Minimum 2-hour rental; after first ¼ hour, all additional time billed in ¼ hour increments
    - Merchandise commission 15% of net sales (after taxes); *Fee waived for local renter*
  - Add-ons:
    - Full-room linens and coffee/water service - \$200
    - For other add-on items not specific to this rate level, see Item #6 below
5. Backstage Overflow Add-On to Main Stage Rental (non-public use by renters)  
Rental includes minimal room set-up and tear-down and Event Manager
- Walton Theatre: \$300 flat rate for first 4 hours; \$40 for each additional hour
  - Encore Room: \$300 flat rate for 8 hours
6. Other Add-On Items (same for all rates above)
- Fees associated with service of alcohol (see Concessions Sales below)
  - Stage (where not included in rate) - \$175
  - Piano moved onto stage - \$750
  - Risers on 3 walls - \$1,250
  - Risers on back wall - \$600
  - Room tech required for any use of MBT sound/light equipment; 2-hour minimum at \$25 per hour
  - Lobby Use - \$300 (not confirmed until 30 days prior to event)

*MBT retains final decision of rate applicable to each event.*

### **Deposit Requirements**

Deposits must be paid prior to an event being publicized and placed on sale, and in no case later than 48 hours prior to the event. Deposit amounts are:

- Non-Ticketed Events: 100% of Facility Fee
- Ticketed Events: 25% of Facility Fee
- Additional deposit may be required if ticket sales are not enough to cover estimated theatre charges

## **Ticketing**

All tickets for events held at MBT must be printed and sold by MBT, including any add-on events. MBT will retain 20 Main Stage house seats to be used at the sole discretion of MBT.

- Renter may not sell any consignment tickets without prior agreement (see information below).
- General donations may be taken in lieu of tickets sold, but a specific donation amount may not be required.

Our ticket office and staff are included with rental and will provide printed tickets (e-tickets are also available through our ticket sales system).

Patrons will pay a Historic Venue Operations fee of 12% on ticket purchases at point of sale (not reflected in Renter's event settlement). Renter is encouraged to include the phrase "subject to applicable fees" when advertising event ticket prices.

## **Alcohol Service & Concession Sales**

All alcohol must be served by MBT staff alone. MBT has a significant relationship with Walton Beverage and serves only Pepsi Products (alcohol and coffee excluded). Any drink product from "Coke" or other companies must be substituted with a comparable Pepsi product if it is to be brought onto MBT premises.

For Main Stage venue, MBT retains exclusive right to sell food and drink items (including beer and wine) and its own merchandise at all events. All income from such sales will be retained by MBT. No alcohol is permitted backstage without prior discussion with and approval from MBT staff during advance.

For Walton Theatre and Encore Room, MBT reserves the right to determine if alcohol may or may not be served at any event. Alcohol service options and fees are:

### **1. Sold from MBT Inventory**

- Standard Retail Rate – may be charged to patron at time of purchase or to renter at settlement
- No charge for bar staff
- MBT retains proceeds
- In the event sales do not cover MBT costs, renter will pay the difference (up to \$150 maximum)

### **2. Renter Provides Alcohol** (for a public event or private event with more than 20 attendees)

- Alcohol Service Fee of \$50 per bar
- Bar staff at 120% of hourly labor rate (estimated at \$15)
- Paid with deposit at contract signing

### **3. Renter Provides Alcohol** (for private event with less than 20 attendees)

- Bar staff at 120% of hourly labor rate (estimated at \$15)
- Paid with deposit at contract signing

## **Merchandise**

Any sale of merchandise of any kind, other than food and drink explained above, is subject to the approval of MBT and to the merchandise commission specified in the rate table above.

- VIP/Photo-Op/Meet-and-Greet Experiences may not be sold with merchandise (see information below).
- Renter may distribute free programs to patrons.
- All merchandise to be sold must be inventoried by the House Manager, or designee, before sales begin.
- Renter or designee merchandise vendor is responsible for collecting and remitting sales tax.
- MBT enforces a strict "No Sticker" policy.

## **Cancellation/Change Fees**

If an event is cancelled after the contract is signed, MBT will retain the deposit paid. If tickets have been sold, renter will be invoiced \$1.00 per ticket to offset labor costs for notification to ticket holders. For any change to

date or time of event, renter will be charged any additional labor and postage costs required to notify ticket holders.

### **Event Settlement**

All ticket sales proceeds are held by MBT until after each event. Within two business days following the event, MBT will provide renter with detailed, itemized account of sales and pay renter proceeds after deduction of all fees and expenses. If special advance arrangements are made for a night-of-show settlement, labor charges will be estimated and will be considered final.

### **Consignment Sales**

1. **Digital Sales Allocation (fan-club sales):** Printed tickets will be issued only if all following conditions are met:
  - Consignees must have an existing digital sales platform.
  - All ticket bar codes must be generated by MBT.
  - MBT will waive 12% Historic Venue Operation patron fee and will charge \$200 Digital Sales Processing Fee to renter (collected at settlement).
  - Tickets may not be upsold, lift revenue included, or additional fees added. Seller service fee is acceptable, but must be disclosed at the time consignment is arranged.
  - A list of all tickets sold and not sold must be provided, including seat assignment.
  - Payment must be made to MBT no later than 10 days prior to the event.
2. **Hard Ticket Consignments:** MBT does not issue printed hard-copy tickets for consignment. As directed by renter, MBT is happy to provide consignees with information and links for online purchase and e-ticket delivery to ticket purchasers. Benefits to renter include:
  - Patron convenience; immediate purchase
  - No need for inventory tracking or reconciling tickets and collected funds with MBT
  - Automatic tracking of customer contact information and easy outreach to notify of changes.

### **Liability Insurance**

All Main Stage renters are required to provide a Certificate of Liability Insurance evidencing \$1,000,000 per occurrence limit and \$2,000,000 general aggregate limit. The Certificate must name as additional insureds Mount Baker Theatre, Bellingham Whatcom Public Facilities District, and City of Bellingham, and specify the date of the event/coverage. A 10-day notice of cancellation will need to apply.

### **Marketing/Advertising**

Renter will provide all advertising and promotion at their own cost. MBT retains the right to review and reject any use of the MBT name and logo.

### **Sound Levels/Equalization/Speaker Locations**

MBT makes every effort to comply with artist wishes, but retains final decision as to sound quality and level (max 90db), as registered at the sound board at back of house as determined by MBT technicians familiar with venue and audience tolerance.

### **VIP/Photo-Opp/Meet-and-Greet Experience**

Any VIP, photo opp, meet-and-greet, golden circle, or other free or paid pre- or post-show Experience/Event must be arranged no later than 30 days prior to the event. Each size and type of Experience event is handled according to the following guidelines:

1. **Experience Type #1:** special seating/swag only – no additional room required
  - Rental rate based on highest ticket price (including Experience add-on)
2. **Experience Type #2:** pre- or post-show gathering for 10 or fewer
  - Held on-stage or backstage
  - Rental rate based on highest ticket price (including Experience add-on)
  - On-stage events may delay load-out that incur additional labor charges
3. **Experience Type #3:** pre- or post-show gathering for more than 10

- Must rent Walton Theatre for a separate ticketed event
- Rental rate for Main Stage event based on highest ticket price (excluding Experience add-on)

The ability to sell Experiences during the event, after box office closes, may be handled only by MBT staff and must be arranged 30-days in advance.

### **Copyright/Performance/Image Rights**

- Renter must obtain the appropriate performance licenses.
- If music is to be performed that is not public domain or the original work of the artist performing, renter must provide current ASCAP and BMI license numbers. If renter does not have or does not provide those items prior to settlement, MBT will withhold and pay those fees at settlement.
- Renter must obtain proper written permission for legal use of all images used for promotional purposes.

### **Governing Laws**

Renter agrees to comply with all laws, ordinances, and rules of the City of Bellingham, State of Washington, and United States, applicable to the use of the premises and to pay any taxes or fees that may be imposed in connection with use of Theatre.

- Under Federal Law, an ASL interpreter must be provided if requested. MBT will assist with scheduling an interpreter if requested by Renter; Renter is responsible for payment of ASL interpreter fee.

### **Rental Date Availability/Booking Process**

MBT operates on a fiscal-year season of July 1 to June 30. Priority of date availability is as follows:

1. MBT has first priority on all dates between September 1 and June 30 for it's own season programming.
  - These dates are typically confirmed by March 31 of the preceding season and remaining dates made available as outlined below.
  - Some additional dates may be held for pending MBT presentations.
2. Second choice of dates is given to renters based on the number of paid tickets sold during the most-recently-completed season. Renters are notified of their placement on that list shortly after the end of the fiscal year. Renters may request to be placed on a list of requested date(s), to be filled in priority order.
  - Rate 1 rentals may not confirm dates more than 6 months in advance. During the initial release of dates, this will be extended to include the first 6 months of the next season.
  - Rate 2, 3, and 4 rentals may hold and confirm dates 12 months in advance. During the initial release of dates, this will be extended to include 12 months of the next season.
  - No holds may be placed without the show/artist name (will be confidential until event is on sale).
3. After all initial Main Stage rentals are held for the season, remaining dates are opened to Walton Theatre and then Encore Room rentals.
4. Rental dates may be held without a signed contract or deposit, on a first-come, first-served basis. If another renter requests a held date, the first renter is notified and has two business days to sign a contract and pay the deposit or release the date.
5. A signed contract and deposit (see above) are required prior to tickets going on sale or the event being publicized. Renters without a prior rental relationship with MBT may also be required to provide the certificate of insurance prior to the event going on sale.

### **Explanation of Fees Charged to Renter**

1. **Building Restoration Fee**: per-ticket fee (see rate table above) to offset maintenance and repair of building and equipment; included in the price printed on the ticket. If tickets aren't used, fee will be based on door count.
2. **Bellingham City Admissions Tax**: 5% tax on gross ticket sales of any performance presented by an artist or attraction that is not exempt from federal income taxation under Internal Revenue Code section 501(c)(3), regardless of the taxable status of the presenting organization. Tax must be included in the

price printed on the ticket. Renter must provide evidence of not-for-profit status prior to event on-sale, or tax will be charged and paid.

3. Credit/Debit Card Processing: Charged on credit/debit card sales to cover cost of processing.
4. Equipment Use: Renter use of certain Whatcom Symphony Orchestra equipment may be permitted and will be charged at \$100.00 per performance for the piano and \$50.00 per performance for the percussion instruments (fee is subject to change). All other equipment required by renter beyond the normal inventory of MBT will be charged at cost plus 20%.
5. Labor: All projectionist, stage crew, day-of-show house staff, and security personnel labor charges are billed at 120% of hourly labor rates (with the sole exception of Event Manager time specifically included in rental rates above).
6. Other Charges: The cost of any additional equipment, supplies, or services requested by Renter, in addition to equipment, supplies, or services included, will be billed at 120% of cost.