

Farr Best Theater reservation requirements:
 - Made at least 14 days in advance through the Cultural Arts Coordinator
 - Renter is 21 years or older, and on-site for the duration of the rental
 - Pay all rental and deposit fees on date contract is signed
 - Any rental for 12-25 year olds, or any type that expects 100+, or intends to have alcohol may need off-duty police officers to provide security

Farr Best Theater Rental Request Form

RENTER INFORMATION		
Renter Name:	Organization:	
Address:		
City:	State:	Zip Code:
Phone #:	Email:	
Second Signer (optional):	Second Signer Phone #:	

RENTAL INFORMATION		
Date of Event:	Estimated Attendance**:	
Day of the Week: Sun Mon Tue Wed Thu Fri Sat		
Rental Start Time*:	AM/PM	Rental End Time*:
		AM/PM
*You must include set up & clean up time in rented time.		
Event Time (time that guests are informed to arrive and depart):		
Event Type: **		
<input type="checkbox"/> Speaker/ Solo show	<input type="checkbox"/> Theatrical production	<input type="checkbox"/> Party: Type _____
<input type="checkbox"/> Movie	<input type="checkbox"/> Dance Show/ recital	<input type="checkbox"/> Wedding
<input type="checkbox"/> Concert	<input type="checkbox"/> High School Graduation	<input type="checkbox"/> Meeting: Type _____
<input type="checkbox"/> Church Gathering	<input type="checkbox"/> College Graduation	<input type="checkbox"/> Other: Type _____

FACILITY INFORMATION		
Requirements:	Rates	Capacity
<input type="checkbox"/> Mansfield Commission for the Arts Member	\$40/hr (4hr minimum required)	158 seats/ 225 maximum capacity
<input type="checkbox"/> Not-for-profit rental	\$50/hr (4hr minimum required)	
<input type="checkbox"/> Commercial/individual rental	\$60/hr (4hr minimum required)	
<input type="checkbox"/> Prime-time rental (Thursday-Sunday)	6 hr. min. required	
<input type="checkbox"/> A/V equipment (screen/projector)	\$120/day	
<input type="checkbox"/> Stage lights		
<input type="checkbox"/> Sound system		
<input type="checkbox"/> Alcohol		
<input type="checkbox"/> TABC approved server: _____		
<input type="checkbox"/> Food		
<input type="checkbox"/> Pre-packaged Concessions		
<input type="checkbox"/> Approved Caterer _____		

RENTER SIGNATURE REQUIRED ON POLICIES AND USE AGREEMENT

SUPERVISOR USE ONLY		STAFF USE ONLY	
<input type="checkbox"/> Event with 100+ attendance or alcohol - Notify Justin Graves, Mansfield PD.		<input type="checkbox"/> Policies Signed	Rental #:
<input type="checkbox"/> Officer Required	Supervisor Approval:	<input type="checkbox"/> Policy Review	Booking Staff:
<input type="checkbox"/> Background Check Completed	<input type="checkbox"/> Payment rec, ck #	<input type="checkbox"/> Copy of Driver's License	Date:
		<input type="checkbox"/> Request 14 days in advance	

Farr Best Theater Rental Checklist

Prospective Farr Best Theater Renters must provide all of the following items in order to fully secure their rental.

1. Completed Application Form
2. Initialed Rental Policies
3. Signed Rental Indemnification and Use Contract
4. Insurance Certificate
5. Copy of Driver's License
6. Rental Fee Payment
7. Security Deposit Payment

In addition to the above documents and payments each renter must also complete the following steps to fully secure their rental.

1. Complete A Site Visit
2. Contract Off-Duty Police Officer(s), if needed per rental application. Contact Sgt. Graves, 817-728-3905 or justin.graves@mansfieldtexas.gov.
3. Provide IRS documentation of nonprofit status as appropriate
4. Provide TABC and food services licenses and insurance as appropriate

All of the items on this page must be completed at least 2 weeks prior to your rental date, or your rental may be cancelled and any fees already paid will be forfeited.

Facility Use and Indemnification Agreement

Farr Best Theater

The City of Mansfield (herein "The City") agrees to rent the Farr Best Theater to the Undersigned Renter, who has received a copy of the Farr Best Theater Facility Use Policy and agrees to abide by the rules, regulations, requirements, and procedures set forth therein.

Renter agrees to indemnify and hold harmless the City of Mansfield, its agents, and employees from and against any and all liability claim including claims for damages to persons or property arising out of any use of the facility and its premises by renter. The renter does hereby assume all liability and responsibility for bodily injuries, claims, or suits for damages to persons or property of whatsoever kind or character, whether real or asserted, occurring in connection with the use of the facility or its premises by renter, his or its agents, servants, employees, contractors or subcontractors. The City of Mansfield assume no responsibility for any property placed in or about the facility.

Not-for-Profit: Please provide a copy of your organization's IRS 501(c)(3) letter to receive this designated rate.

Insurance: The Renter shall carry liability insurance with a minimum coverage limit of \$1,000,000 for their event or activity, and shall include the city, employees and officers as additional insured. The Renter must present a certificate of the required policies to the City of Mansfield at least two weeks prior to their rental date at the Farr Best Theater.

Certificate holder should read as follows:

*City of Mansfield, Its Officers, Employees, and Volunteers
1200 E. Broad St.
Mansfield, TX 76063*

Security: The City reserves the right to determine if police security shall be required for any event, and, in collaboration with the Mansfield Police Department, shall determine the amount of security required during the occupancy of the facility. All charges for security will be billed to the Renter. If the Renter refuses to assume the cost of such police security, then the rental shall be subject to cancellation.

Confirmed: A date can be confirmed only by signing this Agreement, paying the total fees billed for the rental, and providing proof of insurance. Any event not meeting these criteria will not be considered confirmed.

Cancellations:

1. Cancellation of a confirmed reservation must be made in writing, either by physical letter or email to assigned City staff, by the Undersigned Renter no less than 30 days prior to the reservation. Cancellations received less than 30 days before the reservation date will not receive a refund.
2. A \$25 processing fee will be retained for cancellations of all confirmed agreements.
3. The City reserves the right to cancel a rental at any time for cause and with written notice. Any rental found to be in violation of the stated rules will be subject to loss of its security deposit and shall be grounds for prohibiting future use of City facilities.

Qualified Labor: Based on event needs, the City reserves the right to require qualified stage labor. Costs will be invoiced directly from the approved stage labor vendor.

Concessions: If Renter wishes to handle concessions for their event, they may do so by prior arrangement with the City, provided that they restrict all offerings to commercially pre-packaged foods and bottled soft drinks. A table may be set up for this purpose in the lobby or the concession area at the back of the theater may be used. Renter is responsible for any applicable taxes in connection with such sales.

Catering: Food service for Farr Best events requires the use of a licensed caterer.

Alcohol: Sale and service of any alcoholic beverages is restricted to TABC licensed alcohol vendors. Only beer and wine is permitted in the Farr Best. The TABC certified vendor must post a valid permit from the TABC, show proof of insurance, use TABC certified servers, and provide Workman's Compensation coverage for their servers. If alcohol is to be given away without charge, this must be done according to state law, which means that no ticket may be required to receive the free alcohol and no tipping of servers is allowed. Complimentary alcohol must be served by a TABC certified server. Service may not be restricted to those with tickets to the performance but must be restricted to those of legal age to consume alcoholic beverages. Police security may be required at all events with alcohol at the discretion of City staff. B.Y.O.B events are prohibited in the Farr Best. ALL liability related to liquor sales/distribution is transferred to the Renter.

ABOVE TERMS ACCEPTED:

Printed Name of Renter

Signature of Renter

Date

FACILITY USE POLICY
Farr Best Theater

GENERAL INFORMATION:

The City of Mansfield oversees the operation of the Farr Best Theater. The Farr Best Theater is an historic theater located at 109 N. Main St, Mansfield TX, 76063. It features fixed seating for 158, maximum occupancy of 225, basic sound, lighting, and projection equipment, and a stage large enough to accommodate a small band/ensemble, dance, or theater troupe that does not require live music.

HOURS OF OPERATION/AVAILABILITY:

Sunday - Thursday: 9:00 a.m. - 9:00 p.m.

Friday and Saturday: 9:00 a.m. - Midnight

1. **Rental hours must include set-up and clean-up time.**
2. Renter cannot extend the time of rental on the day of rental. Any changes to rental times must be made at least 48 hours in advance and are subject to staff and facility availability. Fees are not returned for unused time that was rented.
3. The Cultural Arts Supervisor or designee has the right to refuse rental if the proposed event conflicts with scheduled events of the City of Mansfield or if the proposed use is perceived to be physically detrimental to the facility. All rentals must be approved in writing by the Cultural Arts Supervisor or designee. Exceptions to the rental policy may be permitted with prior approval of the City of Mansfield.

STAFFING:

1. A City of Mansfield staff member must be present at all times of occupancy. This staff member will not be part of any ushering, tech, or "running" crew. Additional staff is the responsibility of the Renter. The cost of any requested additional staffing for ushering, tech, or "running" crews will be billed to the Renter by the approved stage labor vendor.
2. The Farr Best is a non-union venue. If union stage hands are required for a third-party activity due to a contractual agreement with another union, (such as Actors Equity Association), Renter may contract with the IATSE Local either in Fort Worth, Texas or in Dallas, Texas. Any contract for IA labor is separate from any contract with The City. Renter shall be responsible for the conduct and activity of IA Stage Employees. The City staff member on duty is the final authority over all technical matters in the facility.
3. The City of Mansfield reserves the right to determine if police security shall be required for any event, and, in collaboration with the Mansfield Police Department, shall determine the amount of security required during the occupancy of the facility. All charges for security will be billed to Renter. If the Renter refuses to assume the cost of such police security, then the rental shall be subject to cancellation.
4. Rentals deemed to require an off-duty MPD officer may include, but are not limited to the following:
 - a. A rental for a 12-25 year olds including but not limited to birthday parties and graduations.
 - b. A rental where 100 or more people are expected to attend, regardless of function.
 - c. Events serving alcohol
5. The character, use, prior rental history, and age of attendees will be evaluated on a case by case basis to determine if on-site security is necessary to protect the property, staff, and attendees.
6. The renter will be responsible for securing and paying MPD officers at the current rate with a minimum of 4 hours per officer (or the rate quoted by the MPD). Payment for police security will be paid by cash the night of the event directly to the assigned officer(s). A background check may be completed on the renter if screened for off-duty officers.
7. The City of Mansfield will be the sole arbiter for the amount of labor necessary for events in the Farr Best.

Renter understands staffing requirements: _____ (initials)

RESERVATIONS:

All reservations shall be scheduled through the City of Mansfield Cultural Arts Supervisor. No oral agreements for use of the facility shall be considered valid. **No reservation will be considered binding unless a Rental Application, Rental Agreement Form, and Facilities Use and Indemnification Agreement is complete, signed and the required deposit is paid.** Any person, business or organization wishing to rent the facility that

has an unpaid past due balance may not book or utilize additional dates until the balance is paid.

FEES:

All fees and a damage/cleaning deposit are due with signing of Rental Agreement.

Deposit: A damage/cleaning deposit of \$300 will be collected from all Renters at the time of signing the rental agreement. The damage/cleaning deposit will be refunded within 30 days of completion of the rental to the responsible party based on a determination that all facets of the rental agreement are satisfied.

Overtime Fees: If theater is not vacated at the time specified on the agreement, additional time will be charged to the rental at DOUBLE the original rate. After midnight, the fees will increase to QUADRUPLE the original rate. All overtime fees will be charged in 15-minute increments.

Mansfield Commission for the Arts Member Rental Rate	
Hourly Rental Rate (4-hour minimum required)	\$160 + \$40 each additional hour
Prime Day Rental Rate (6-hour minimum required)	\$240 + \$40 each additional hour
Projector Usage	\$120
Not-For-Profit Rental Rates	
Hourly Rental Rate (4 hour minimum required)	\$200 + \$50 each additional hour
Prime Day Rental Rate (6-hour minimum required)	\$300 + \$50 each additional hour
Projector Usage	\$120
Commercial Rental Rates	
Hourly Rental Rate (4 hour minimum required)	\$240 + \$60 each additional hour
Prime Day Rental Rate (6-hour minimum required)	\$360 + \$60 each additional hour
Projector Usage	\$120
Definitions:	
<p>Prime Days are Thursday, Friday, Saturday, and Sunday. These days require a 6-hour minimum booking. Hours beyond the 6-hour minimum will be charged at the appropriate hourly rate. All other days (Monday, Tuesday and Wednesday) require a 4-hour minimum booking.</p> <p>Mansfield Commission for the Arts Members are current dues paying members. Check with the Cultural Arts Supervisor to determine if your membership is up to date.</p> <p>Not-For-Profit Renters are registered non-profit organizations or recipients of arts grants from the City of Mansfield.</p> <p>Commercial Renters are for-profit businesses or private individuals.</p>	

VIOLATIONS RESULTING IN LOSS OF DEPOSIT:

1. Failure of the responsible party to attend the entire activity will result in forfeiture of deposit.
2. Damage to facility, grounds and/or furnishings. Costs to repair damage caused by the renter will be deducted from the deposit. The renter will be responsible for damages that exceed the deposit.
3. Use of facility during non-paid times. Any group found in violation of using the facility during non-paid times will lose a portion of the deposit.
4. **Failure to leave facility in same condition as at the start of rental period.** This includes cleaning. The cost of cleaning excessive debris or messes requiring more than a basic cleaning will be deducted from the deposit. The Renter will be responsible for cleaning costs that exceed the deposit.
5. A rental may be shut down immediately by the City staff or Mansfield Police Department without refund of deposit or rental fees on the following conditions:
 - a. If attendance exceeds maximum occupancy of 225
 - b. Breach of the Peace
 - c. Alcohol on the premises without proper security and/or licensed servers

6. Failure to comply with all laws – federal, state, and local – including all City of Mansfield Ordinances and all rules, regulations and requirements of the City of Mansfield, Mansfield Police, and Fire Departments could result in the forfeiture of all or part of the deposit.

CANCELLATION:

Cancellation of a rental after the agreement is signed and the deposit and fees are paid will be subject to a \$25 handling fee. Cancellation of a confirmed reservation must be made in writing, either by physical letter or email to assigned City staff, by the Undersigned Renter no less than 30 days prior to the reservation. Cancellations received less than 30 days before the reservation date will not receive a refund.

Renter understands reservation and cancellation regulations and fees: _____ (initials)

ALCOHOL REGULATIONS:

1. Alcohol consumption permitted at this facility? Yes
2. City permit required to consume alcohol at this facility? No
3. Alcohol sales permitted at this facility? Yes
4. Those serving alcohol must be TABC certified and provide proof of a current, valid license and insurance to serve.
5. Alcohol will be limited to beer and wine.
6. Servers must have Workers' Compensation coverage provided by the TABC certified caterer or company for which they work.
7. At the sole discretion of Farr Best Theater management, in consultation with Mansfield PD, security may be required at events where alcohol is served.
8. B.Y.O.B events are not allowed in the Farr Best.
9. **ALL liability related to liquor sales/distribution is transferred to the Renter.**

Renter understands alcohol regulations: _____ (initials)

FACILITY SPECIFIC GUIDELINES AND REGULATIONS:

1. Renter requiring additional services/equipment other than which are normally provided by the facility must be furnished solely by the renter and are subject to the facility's approval. Renter agrees to assume all necessary expenses.
2. Renter shall not nail, tack, screw, or otherwise physically attach materials to any part of the facility. Masking tape, painter's tape or scotch tape are preferred, if necessary. No items may be hung from the ceiling. All decorative materials must be treated with flame proofing and meet the requirements of the City of Mansfield Fire Codes.
3. Candles used as table decorations are not allowed. The use of Sterno, if properly contained in catering equipment, is allowed. Birthday candles which are temporarily lit are allowed.
4. All decorations must remain inside area that is rented and completely removed at conclusion of rental.
5. Smoking (in the building or within 30 feet of entrances), smokeless tobacco, e-cigarettes, and controlled substances are prohibited on the premises.
6. All decorations must be approved in advance by the Cultural Arts Supervisor or designee. Prohibited decorations include, but are not limited to, straw, hay, foil stars, rice, glitter, foil and/or paper confetti, gem stones and/or faux diamond rocks less than 1" diameter, sequins, streamers and artificial snow. If any of the above listed items is used by the renter, the entirety of the cleaning deposit is automatically forfeited. Balloons may not be filled with anything other than air or helium. The Renter, at conclusion of event, must remove ALL balloons from the premises.
7. At no time shall a renter sub-lease or assign its rental to another individual, group, or organization.
8. **All trash must be bagged and disposed of in the proper dumpster to the rear right outside of the theater.** Clean trash can liners must be inserted into trash cans (supplied by the facility). **The floor should be swept and mopped** (no stickiness remaining).
9. One chaperone (at least 21 years old) shall be required for every 25 minors (up to 18 years of age). Chaperones shall be present when the rental begins, be present throughout the rental time, and shall not leave the area until all youth have vacated the immediate area.
10. Video shoots subject to approval through the Cultural Arts Supervisor.

11. Food and Beverage Service

a. Concessions

Renters of the Farr Best Theater may be granted permission to provide their own concession service, so long as items offered are **limited to commercially packaged selections such as chips, candy or cookies and bottled or canned soft drinks and water**. As previously noted, if alcohol sales are to occur, it must be provided by a TABC certified vendor, vendor must post a valid permit from the TABC, show proof of insurance, use TABC certified servers, and provide Workman's Compensation coverage for their servers. Only beer and wine are permitted in the Farr Best. If alcohol is to be given away without charge, this must be done according to state law, which means that no ticket may be required to receive the free alcohol and no tipping of servers is allowed. Complimentary alcohol must be served by a TABC certified server. Police security may be required at all event with alcohol at the discretion of City staff. B.Y.O.B events are not allowed in the Farr Best. ALL liability **related to liquor sales/distribution** is transferred to the Renter.

b. Catering

If prepared foods or meals are to be served at events, this service must be provided by a vendor on the Farr Best Theater Approved Caterers list. Said caterer must adhere to all requirements of the catering agreement, including **providing proof of health department kitchen inspection and current insurance**.

- 12.** The Renter shall carry liability insurance with a minimum coverage limit of \$1,000,000 for their event or activity, and shall include the city, employees and officers as additional insured. The Renter must present a certificate of the required policies to the City of Mansfield with the application to rent the Farr Best Theater.

DISCLAIMER:

The City of Mansfield reserves the right to cancel a rental at any time for cause with written notice. Any rental found to be in violation of the rules stated will be subject to loss of its security deposit and shall be grounds for prohibiting future use of City of Mansfield facilities.

Renter agrees to indemnify and hold harmless the City of Mansfield, its agents, and employees from and against any and all liability claim including claims for damages to persons or property arising out of any use of the facility and its premises by renter. The renter does hereby assume all liability and responsibility for bodily injuries, claims, or suits for damages to persons or property of whatsoever kind or character, whether real or asserted, occurring in connection with the use of the facility or its premises by renter, his or its agents, servants, employees, contractors or subcontractors. The City of Mansfield assumes no responsibility for any property placed in or about the facility.

Renter understands facility guidelines and regulations:_____ (initials)