GREAT FALLS SYMPHONY

VenuWorks & The Mansfield Theater

A. Protect the Symphony's use of the Mansfield

1. Will VenuWorks formally recognize the Great Falls Symphony as a resident company or preferred arts partner?

THEATRE DNA REFERENCES: PAGES 8, 13, 185

TheatreDNA specifically recommends a resident-company or preferred-partner program for local arts organizations, including discounted rental rates and scheduling priority. Is VenuWorks prepared to implement that recommendation, and what would a formal resident-company agreement with the Great Falls Symphony look like?

- Would resident organizations receive a designated priority-booking window before commercial rentals are accepted?
- Could the Symphony receive an exclusive 30-day booking window each year to establish its entire following season?
- Would that cover performances, rehearsals, load-ins, technical rehearsals, educational events, and other necessary production dates?
- Would these arrangements be contractual rather than informal courtesies subject to a manager's discretion?
- Would the City and VenuWorks jointly approve a multi-year resident-company agreement so our access survives management or personnel changes?

What the GFSA wants: An ongoing resident-company agreement with an annual 30-day priority-booking window and clear approval deadlines.

2. Can VenuWorks guarantee continued Sunday afternoon access for our Youth Orchestra?

THEATRE DNA REFERENCES: PAGES 19, 26, 185

Our Youth Orchestra uses the facility on Sunday afternoons for rehearsals. This is educational programming that serves local students and families. As you increase commercial utilization, will you protect this recurring community use, or should we anticipate that those rehearsal dates will become vulnerable to higher-revenue bookings?

- Can we establish standing Sunday-afternoon rehearsal reservations for the academic year?
- Can those reservations be protected from displacement by commercial events?
- If a genuine scheduling conflict arises, how much advance notice will we receive?
- Would VenuWorks be responsible for arranging an equivalent alternative space at no additional cost?
- Can youth rehearsals receive a discounted educational rate that reflects their community value?

What the Great Falls Symphony wants: A standing seasonal Sunday rehearsal block between the hours of 12:00 pm – 6:30 pm, including setup and teardown, and a no-displacement provision.

3. Will our concert-week rehearsals be treated as firm bookings rather than tentative holds?

One of the most disruptive things that can happen to an orchestra is losing reserved rehearsal space during concert week because another event is considered more profitable. Will VenuWorks commit to honoring confirmed rehearsal reservations with the same contractual protection as ticketed performances?

- Once we have a signed agreement, can another event displace any portion of our rehearsal or production schedule?
- Can performance-week dates be reserved as one continuous production period rather than separate daily rentals?

- Will the Symphony have first opportunity to extend its hold for additional technical or rehearsal time?
- If the venue must relocate or cancel an agreed rehearsal for a genuine emergency, who covers the additional costs?

What the Great Falls Symphony wants: Confirmed dates that cannot be bumped for a more profitable booking, with remedies for a venue-caused cancellation and reasonable exceptions for emergencies.

B. Retain control of Symphony ticketing, marketing, and patron relationships

1. Will VenuWorks allow the Symphony to continue operating its own ticketing system?

THEATRE DNA REFERENCES: PAGES 16–17, 192–195

The Symphony has invested significantly in its own ticketing operations, patron database, subscriptions, and customer relationships. We have no intention of surrendering those systems to a venue operator. Can VenuWorks work with organizations that independently sell and manage their own tickets, or are you expecting all events to use your ticketing platform?

- Will the Symphony retain complete control over ticket prices, subscriptions, seating inventories, patron accounts, discount codes, and sales data?
- Will we be permitted to continue using our existing ticketing platform without integration fees, mandatory service charges, or ticketing commissions?
- Will you charge a per-ticket fee even when we sell and process every ticket ourselves?
- Will VenuWorks commit not to market directly to our patrons using information obtained through our events without an appropriate agreement and consent?

What the Great Falls Symphony wants: An independent-ticketing exemption in the resident-company agreement, subject to reasonable venue safety, seating, and admission procedures.

2. Will we continue to operate our own box office in the Mansfield lobby?

We currently bring our own computers, ticketing equipment, and petty cash, and we have our staff operate the box office in the lobby immediately before our concerts. We are not asking you to provide staffing or equipment. Will that arrangement continue without additional charges?

- Can we receive designated access to the box office space on performance days?
- Will our staff be permitted to process ticket purchases, exchanges, and patron-service requests?
- Will the venue continue to provide standard access to power, internet where available, and necessary workspace?
- Can that space be guaranteed in our rental agreement?
- Will there be any mandatory box office supervision, service, or occupancy charges?

What the Great Falls Symphony wants: Guaranteed use of the lobby box office during agreed hours, with our own trained employees and equipment, at no additional facility-use charge.

3. What will VenuWorks do to promote Symphony concerts?

THEATRE DNA REFERENCES: PAGES 16, 19, 193–195, 211

TheatreDNA was extremely clear that marketing has been one of the facility's greatest weaknesses. If the Symphony is contributing to the Mansfield's utilization, attendance, and revenue, what specific marketing services will VenuWorks provide to support our concerts?

- Will Symphony concerts be included in the venue's website, event calendar, social media, email newsletters, digital displays, press outreach, and other regular marketing?
- Will every advertisement, event listing, and ticket-purchase link for our concerts direct patrons to the Symphony's website and ticketing platform?
- Will the Symphony be able to approve event descriptions, photography, branding, and purchase links before publication?

- Will you allocate paid advertising dollars to qualifying resident-company events, or will paid advertising be reserved for VenuWorks-promoted shows?
- Can we establish minimum marketing deliverables for each Symphony concert?
- Can the Symphony receive periodic reports on promotion, impressions, clicks, and referral traffic?

What the Great Falls Symphony wants: A written co-marketing agreement with guaranteed placement, direct links to our ticketing system, approval of materials, and measurable promotional commitments.

4. Will you continue our existing 100-ticket trade arrangement, and what exactly will we receive in exchange?

Under our current arrangement, we give the City 100 tickets for every Symphony concert. The City can sell those tickets at its box office and retain the revenue. In exchange, we should be receiving information about those walk-up purchasers and promotion that directs audiences back to our website. Those obligations have not been consistently fulfilled. Will VenuWorks honor the existing arrangement, and how would you make it more accountable?

- Will VenuWorks continue receiving up to 100 tickets per performance under the existing financial arrangement, or propose something different?
- If the venue retains all revenue from those tickets, what specific services and benefits does the Symphony receive in return?
- Will we receive a post-concert settlement identifying the number of tickets sold, revenue retained, and any unused tickets?
- Will we receive relevant walk-up purchaser contact information where legally permissible and with appropriate patron consent?
- Can the exchange of buyer information be automated and completed within five business days?
- If VenuWorks seeks additional ticket fees or box office charges, would the existing 100-ticket allotment be reduced or eliminated to avoid paying twice for the same services?

What the Great Falls Symphony wants: A documented ticket-allotment agreement that includes measurable reciprocal benefits, sales reconciliation, privacy-compliant patron data sharing, and an enforceable reporting deadline OR an agreement that capitalizes on sales opportunities and doesn't turn away patrons at the Mansfield Theater's box office window.

C. Make renting the Mansfield more affordable and functional

1. How will you implement TheatreDNA's recommendation for discounted nonprofit rental rates?

THEATRE DNA REFERENCES: PAGES 13, 19, 151, 185

The study specifically finds that the Mansfield's lower base rental rate for the Convention Center is below market, while its highest rate in the Theater is overpriced. It recommends establishing a distinct nonprofit tier with flexible, tiered pricing for nonprofits, including subsidized rates for resident arts organizations. How much less should the Symphony expect to pay under VenuWorks management compared with what we currently pay – which is on average $6,200/concert cycle.

- Will you propose separate commercial, nonprofit, resident-company, educational, rehearsal, and performance rates?
- Can we negotiate a flat annual rate for our entire concert season, including rehearsals?
- Could nonprofit rental fees consider our actual costs rather than a percentage of our gross ticket revenue?
- Can rehearsal and setup days receive significantly reduced rates or simply be included in the concert week costs?
- Will equipment normally associated with an orchestral performance, including the orchestra shell, be included in our standard rental package?
- Will VenuWorks commit to a cap on annual increases in our all-in rental costs, including required labor and fees?

What the Great Falls Symphony wants: A transparent resident-company rate sheet and season agreement that reduces the Symphony's total annual venue costs, not just the advertised base rent, with the City retaining final authority over rate structures and local-access policies.

2. Will VenuWorks provide concessions, or will you allow us to bring concessionaires without a fee?

THEATRE DNA REFERENCES: PAGES 14, 17, 168–169

TheatreDNA identified food and beverage service as a major deficiency and recommended a permanent concession/bar installation. If VenuWorks is going to operate the facility professionally, when can our audiences expect reliable concession services? Until then, will you allow the Symphony to bring its own concessionaires without charging us or our vendors an additional concession fee?

- Will you provide staffed concessions for every Symphony performance before the concert, at intermission, and after the concert in the lobby and the Gibson Room?
- What is your implementation timeline for a permanent lobby bar or concession operation?
- If you cannot provide service, can our approved local concessionaires operate without an outside-vendor or revenue-sharing fee?
- Will you impose mandatory food and beverage minimums or exclusive-provider requirements?
- Will you provide a kickback to presenters if you do provide your own concessions?

What the Great Falls Symphony wants: Guaranteed concessions when feasible, or a no-fee approved-outside-vendor option when the facility does not provide appropriate service.

3. Will we retain 100% of revenue from merchandise that we create and sell ourselves?

The Symphony would like to its own merchandise, promotional items, and other products to support our organization. Our staff would provide the inventory, handle transactions, and assume the financial risk. Will VenuWorks agree that we retain 100% of those sales without a merchandise commission?

- Can we operate our own merchandise table in an agreed lobby location?
- Will there be any merchandise-sale percentage, table-rental fee, or mandatory venue staffing charge?
- Does the same arrangement apply to merchandise sold by our guest artists?
- If VenuWorks normally takes a merchandise commission, will you waive it for nonprofit resident organizations?

What the Great Falls Symphony wants: Exclusive retention of Symphony-operated merchandise revenue, with a designated lobby sales location and no venue commission.

D. Demand progress on the facility improvements TheatreDNA identified

1. What will VenuWorks accomplish in its first 90 days, six months, and first year?

THEATRE DNA REFERENCES: PAGES 14, 152, 168–169, 211

The City spent considerable money commissioning a study that identifies specific improvements needed at the Mansfield and Convention Center. TheatreDNA's capital plan says existing systems are approaching the end of their useful lives and recommends proactive investment rather than continuing with emergency repairs. I don't want to see those findings reduced to another strategic plan that sits on a shelf. What specific improvements is VenuWorks prepared to champion immediately, and what will audiences and renters actually see change during the first year?

Mansfield Theatre	**Convention Center**
Replacement of the aging dimming/control system	Modern HVAC replacing the swamp coolers
LED theatrical lighting upgrades	Updated AV systems
Improved projection equipment	Interior painting and improved wall finishes

Small microphone package
Permanent lobby concessions/bar
Door and gasket replacement
Renovated concession area
More functional event and meeting spaces
Improved visitor experience and presentation

- Which improvements can VenuWorks implement within 90 days without major construction?
- What modest aesthetic improvements can be completed immediately through routine maintenance or operating funds?
- What is your first-year capital priority list?
- What financial commitments has the City made to those improvements?
- What happens if the City declines funding?
- Will facility improvement fees be restricted to actual capital improvements, as TheatreDNA recommends?
- Will renters receive an annual report showing which projects have been completed and which remain outstanding?

What the Great Falls Symphony wants: A public 90-day operational improvement plan and a City-approved capital improvement schedule with project owners, budgets, milestones, and progress reporting.

2. How do you plan to increase food and beverage revenue without extracting more money from existing nonprofit renters?

TheatreDNA models food and beverage revenue or commissions increasing from approximately $2,300 in the current-model baseline to approximately $891,000 in the first year of third-party operations. This third-party model assumes a remarkable increase in food and beverage revenue, yet the study also identifies inadequate concessions infrastructure. What assumptions would you use to develop a realistic food and beverage business here, and how much of that growth depends on mandatory concessions, exclusivity, or added charges to existing renters?

- What attendance and per-patron spending assumptions are you using?
- Are you proposing a City-owned concession operation, an operator-managed operation, or a third-party concession contract?
- Who funds the initial equipment, staffing, inventory, and permanent buildout?
- What revenue stays with the facility, and what compensation goes to VenuWorks or affiliated providers?
- How will you prevent food and beverage growth from making local events more expensive to produce?

E. What is VenuWorks' accountability to Great Falls

1. How will you measure success beyond profitability?

THEATRE DNA REFERENCES: PAGES 176–177, 208, 210

TheatreDNA explicitly warns that third-party management can prioritize profitability over community benefit and limit access for local users. What metrics will you use to prove that VenuWorks is protecting the community mission rather than simply maximizing revenue?

2. How will VenuWorks account for money earned through affiliated booking, routing, or vendor relationships?

The RFP requires disclosure of compensation beyond the management fee, including payments or rebates received from vendors and other third parties. If VenuWorks or an affiliated business participates in promoting, booking, routing, ticketing, or servicing an event, how will the City be able to distinguish between the facility's financial results and compensation earned elsewhere in your organization?

- Will all affiliate commissions, booking fees, rebates, and vendor compensation be disclosed to the City?
- Will the City receive event-level settlements and have appropriate audit rights?

- How will related-party vendors be selected and their pricing evaluated?
- What happens when a VenuWorks-promoted event competes for dates with an established local organization?
- Can you provide examples of municipalities where your financial reporting and related-party arrangements are independently reviewed?

3. Who will have the authority to resolve problems when the Symphony needs something?

If we have an issue with scheduling, maintenance, marketing, patron services, or costs, who is ultimately responsible for resolving it? Will we have a local general manager empowered to make decisions, or will those decisions need corporate approval? Will there be a single relationship manager for resident organizations? What are their response-time standards? Can the Symphony meet with leadership before every season to review the calendar, contract, fees, and unresolved issues? What is the escalation process if local management cannot resolve a concern?

F. Protection of Symphony-owned equipment and existing storage arrangements

Current arrangement: The Great Falls Symphony owns and maintains significant equipment that is stored at the Mansfield Theatre free of charge, including but not limited to:

- *Orchestra acoustic sound shell*
- *Choir risers*
- *Orchestra chairs*
- *Music stands*
- *Percussion instruments and equipment*

Other renters are permitted to use this equipment, providing a significant benefit to the Mansfield and reducing the need for the City or other organizations to purchase their own equipment.
Will VenuWorks honor our existing storage arrangement and recognize the value of the Symphony's equipment contributions to the theater's operations?

- Will all existing Symphony-owned equipment continue to be stored at the Mansfield free of charge?
- Will VenuWorks recognize that this equipment belongs to the Symphony and is not an asset of the City or VenuWorks?
- Will other renters continue to have access to the equipment under mutually agreed conditions?
- If VenuWorks charges other renters for using Symphony-owned equipment, how will that revenue be accounted for, and will the Symphony receive compensation?
- Who assumes responsibility if another renter damages our sound shell, risers, chairs, stands, or percussion equipment?
- Will VenuWorks provide appropriate security and storage conditions?
- Will there be restrictions on relocating, modifying, disposing of, or removing our equipment without written Symphony authorization?
- How will these existing arrangements be incorporated into the new management agreement?

<u>What the Great Falls Symphony wants: A written equipment storage and shared-use agreement recognizing Symphony ownership, guaranteeing continued free storage and priority use, and establishing responsibility for damage, insurance, and unauthorized use.</u>

G. Protection and maintenance of the Bechstein and Fazioli grand pianos

Current arrangement: The Great Falls Symphony originally received two significant piano gifts from Marilyn Grams in 2010:

- *A Bechstein grand piano (worth $85,000 in 2009)*
- *A Fazioli grand piano (worth $109,000 in 2009)*

The Bechstein and Fazioli grand pianos were originally gifted to the Symphony by Marilyn Grams and subsequently transferred to the City under an agreement that the City would be responsible for their storage, insurance, and maintenance. How will VenuWorks ensure those obligations continue uninterrupted under the new management structure?

- Will the City retain responsibility for insurance, proper storage, maintenance, and associated expenses?
- Will VenuWorks be responsible for coordinating professional tuning, routine maintenance, and necessary repairs?
- Will both instruments be maintained by qualified piano technicians familiar with high-quality concert grand pianos?
- Will appropriate temperature, humidity, and environmental conditions be maintained?
- Who will determine whether another renter may use either piano?
- Will the Symphony receive priority access to both instruments for concerts and rehearsals?
- Will the instruments be included in the City's insured asset inventory at appropriate replacement values?
- Will the original gift agreement and its obligations be explicitly recognized in the management contract?

What the Great Falls Symphony wants: Written recognition that the City's existing obligations continue under the new management arrangement, together with clear policies governing piano access, use, care, insurance, and maintenance.

H. Will VenuWorks recognize the Symphony's overall contributions when determining rental rates?

When you evaluate the financial value of a resident organization like the Great Falls Symphony, will you consider more than simply our rental payments? We bring our own equipment, provide resources used by other renters, contribute significant annual programming, support youth education, bring audiences downtown, and have helped build the Mansfield Theater's capacity as a performance venue. How will those contributions be reflected in our rental agreement?

- Can the Symphony's equipment contributions be recognized as part of a negotiated resident-company rental package?
- Will VenuWorks conduct an inventory and establish the replacement value of the Symphony-owned equipment already supporting the venue?
- Can our existing contributions and shared-resource arrangements be formally incorporated into a multi-year partnership agreement?
- Will the Symphony have an opportunity to review and approve an equipment inventory before VenuWorks assumes management?

What the Great Falls Symphony wants: A resident-company agreement that recognizes the Symphony as a longstanding institutional partner and contributor to the facility, rather than treating it solely as a customer.

Summary of Requests from the Great Falls Symphony

- [ ] A formal three- to five-year resident-company agreement
- [ ] Annual 30-day priority booking window
- [ ] Protected Sunday-afternoon Youth Orchestra rehearsals
- [ ] No displacement of confirmed concert-week rehearsals
- [ ] Continued independent Symphony ticketing
- [ ] Dedicated access to the lobby box office without additional charges
- [ ] Venue marketing that links directly to the Symphony website
- [ ] Ticket trade arrangement with reconciliation and permissible purchaser information
- [ ] Reduced nonprofit rental rates and capped increases
- [ ] Venue concessions or approved outside vendors without an extra concession fee
- [ ] No commissions on Symphony-operated merchandise sales
- [ ] A 90-day improvement plan and funded capital priorities
- [ ] A dedicated relationship manager and regular stakeholder meetings
- [ ] Continued free storage of all Symphony-owned equipment
- [ ] Written recognition of Symphony ownership of the sound shell, choir risers, chairs, stands, and percussion equipment
- [ ] Priority access to Symphony equipment for rehearsals and performances
- [ ] Written rules for other renters' use of Symphony equipment and responsibility for damage
- [ ] Protection of both grand pianos and continuation of the City's insurance, maintenance, and storage obligations
- [ ] Qualified piano maintenance and appropriate environmental storage
- [ ] Clear policies for piano usage, movement, and priority access
- [ ] Recognition of the Symphony's equipment and programming contributions in resident-company rental negotiations

The Symphony wants VenuWorks to succeed, because a thriving Theater is good for all of us. We're not asking for special treatment at the expense of other users. We're asking for the type of resident-company partnership TheatreDNA specifically recommended.

As we transition to professional third-party management, I want assurances that our longstanding arrangements will not suddenly become new expenses for the Symphony. I would argue that our contributions should be recognized as part of the value we bring to this partnership and reflected in a more favorable resident-company agreement, and not simply another rental account.

While I'm encouraged by the possibility of having specialized, professional management for the first time, we need to know that this will actually make things better for the organizations that have kept the Mansfield Theater active all these years. Is VenuWorks prepared to sit down with us and develop a formal resident-company agreement with the Great Falls Symphony that addresses these concerns before the new management structure takes effect?