

**PROGRESS ENERGY CENTER**

**FOR THE ARTS**

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MAHAFFEY THEATER

**E V E N T   G U I D E**

**F O R**

**PROGRESS ENERGY CENTER FOR THE ARTS-  
MAHAFFEY THEATER**

**(Updated June, 2009)  
(Policies and rental rates herein are subject to  
change without notice and supersede any revision  
of this guide printed prior to June, 2009)**

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**PROGRESS ENERGY CENTER**

**FOR THE ARTS**

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MAHAFFEY THEATER

Dear Promoter:

Welcome to beautiful St. Petersburg and to Progress Energy Center for the Arts - Mahaffey Theater!

You will have the full support of our experienced event staff throughout the planning stages on through to the successful culmination of your event. We encourage you to stay in constant communication with the theater staff. Keeping the doors of communication open is the best way in which to ensure the success of your event.

We are proud you have considered the Progress Energy Center for the Arts - Mahaffey Theater and look forward to working with you and your staff on your upcoming event.

Sincerely,

David Rovine  
General Manager

## LOCATION/LAYOUT

Located in the heart of beautiful Downtown St Petersburg, Progress Energy Center for the Arts – Mahaffey Theater is a 2031-seat cultural jewel featuring ballroom space and breathtaking views of Tampa Bay. The facility has recently undergone a \$20 million dollar lobby renovation that has more than doubled the lobby size and added guest amenities including a three-story glass curtain surrounding the southeast corner of the building overlooking the waterfront. The Mahaffey Theater is home to superlative performances by world-renowned artists in Broadway, family shows, ballet, jazz, opera, symphonic and popular music. The Mahaffey Theater serves the entire Tampa Bay area including St. Petersburg, Tampa, and Clearwater, which is one of the largest and fastest growing areas in the United States.

Featuring classic European box-style seating and a flexible, hydraulic orchestra pit, the Mahaffey Theater is easily accessible from major interstate highways, Tampa International Airport, and the St. Petersburg/Clearwater International Airport, and is just minutes away from St. Petersburg's world-famous beaches. The theater's prime location in Downtown St Petersburg place it within walking distance to great restaurants, museums, exciting sports facilities, and fun recreational activities.

The Mahaffey Theater sits on the water's edge overlooking Tampa Bay in downtown St. Petersburg. It is accessed from the central downtown business district and exit 22 (Interstate 175) off of Interstate 275. The facility sits at the end of Exit 22 on First St. South between 4th Avenue South and 5th Avenue South. The Theater's beautiful setting and spectacular view of the bay enhance the pleasure and experience of attending a performance or holding an event at the facility.

The Mahaffey Theater also offers meeting and reception space for catered events in the newly renovated Grand Ballroom, Bayview Room, East Atrium, or Conference Room. All areas feature water or garden views of picturesque Tampa Bay.

The Mahaffey Theater is managed by SMG, the world's largest facility management company for public assembly facilities. Headquartered in Philadelphia, SMG provides facility services to 195 venues, in 41 states, Puerto Rico, Mexico, Canada and Europe, controls over 1.7 million entertainment seats worldwide and manages more than ten million feet of exhibition space. SMG manages 43 performing arts halls including the Times Union Center for the Performing Arts in Jacksonville and the Jackie Gleason Theater in Miami Beach.

A technically sophisticated and acoustically sound theater, the Mahaffey Theater can elegantly and successfully host a variety of entertainment events.

## GENERAL HOUSE INFORMATION

**THEATER - PHYSICAL ADDRESS:** 400 First Street South  
St Petersburg, FL 33701

**MAILING ADDRESS:** 400 First Street South  
St Petersburg, FL 33701

**WEBSITE ADDRESS:** [WWW.MAHAFFEYTHEATER.COM](http://WWW.MAHAFFEYTHEATER.COM)

**TELEPHONE NUMBERS:** Booking Information – 727.892.5798  
Box Office Manager – 727.892.5791

Executive Office – 727.892.5798  
Executive Office Fax – 727.892.5897  
Production/Stage Manager – 727.892.5889  
General Manager – 727.892.5736  
Marketing Department – 727.892.5706  
Ticket Information – 727.892.5767  
Ticketmaster – 1.800.745.3000  
Online: [www.ticketmaster.com](http://www.ticketmaster.com)

**GENERAL MANAGER:** David Rovine  
[drovine@mahaffeytheater.com](mailto:drovine@mahaffeytheater.com)

**MARKETING & PUBLICITY:** Nicole Landry  
[nlandry@mahaffeytheater.com](mailto:nlandry@mahaffeytheater.com)

**ADVERTISING & MARKETING:** Stacey Cornett  
[scornett@mahaffeytheater.com](mailto:scornett@mahaffeytheater.com)

**FINANCE MANAGER:** Ed Ryan  
[eryan@mahaffeytheater.com](mailto:eryan@mahaffeytheater.com)

**BOX OFFICE MANAGER:** Laura Zehe  
[lzehe@mahaffeytheater.com](mailto:lzehe@mahaffeytheater.com)

**PRODUCTION/OPERATIONS MGR:** Todd Beatty  
[tbeatty@mahaffeytheater.com](mailto:tbeatty@mahaffeytheater.com)

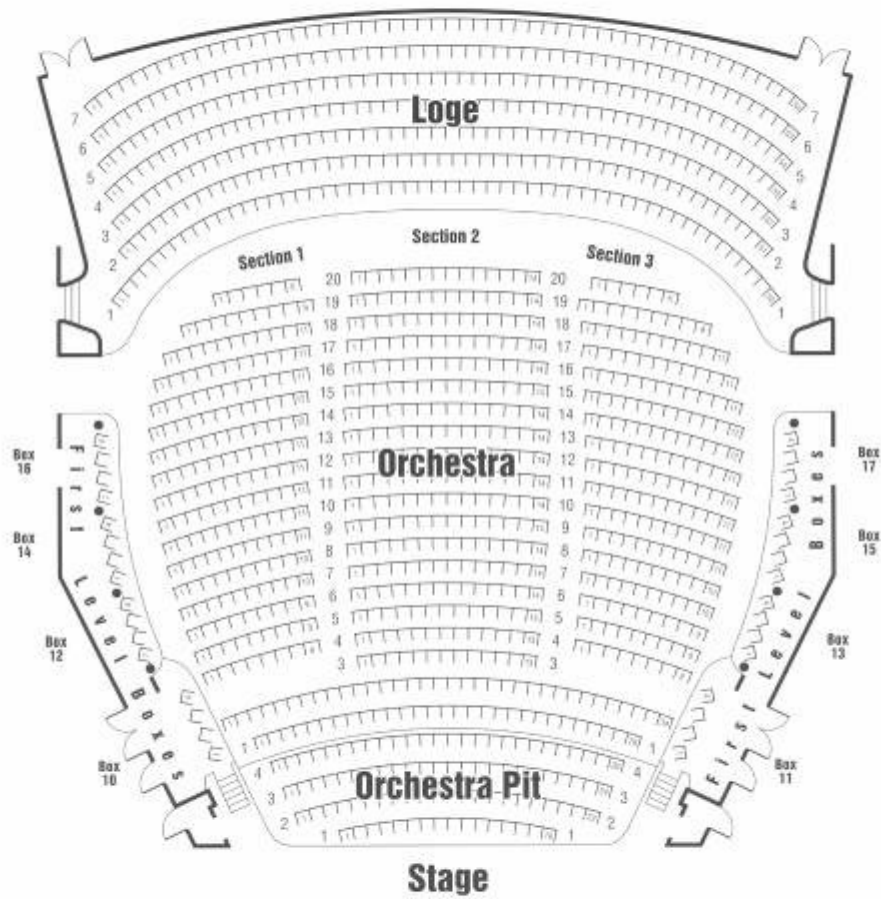
**BUILDING MAINTENANCE SUPERVISOR:** Robert Walker  
[rwalker@mahaffeytheater.com](mailto:rwalker@mahaffeytheater.com)

**EDUCATION & COMMUNITY ARTS MGR:** Elizabeth Brincklow  
[ebrincklow@mahaffeytheater.com](mailto:ebrincklow@mahaffeytheater.com)

**VOLUNTEER COORDINATOR:** Ann Sayce  
[asayce@mahaffeytheater.com](mailto:asayce@mahaffeytheater.com)

# Mahaffey Theater-Lower Level

Loge	.....371
Orchestra	.....658
Orchestra Pit	.....88
1st Level Boxes	.....32
<b>Total lower level</b>	<b>.....1149</b>
<b>Total capacity</b>	<b>.....2030</b>

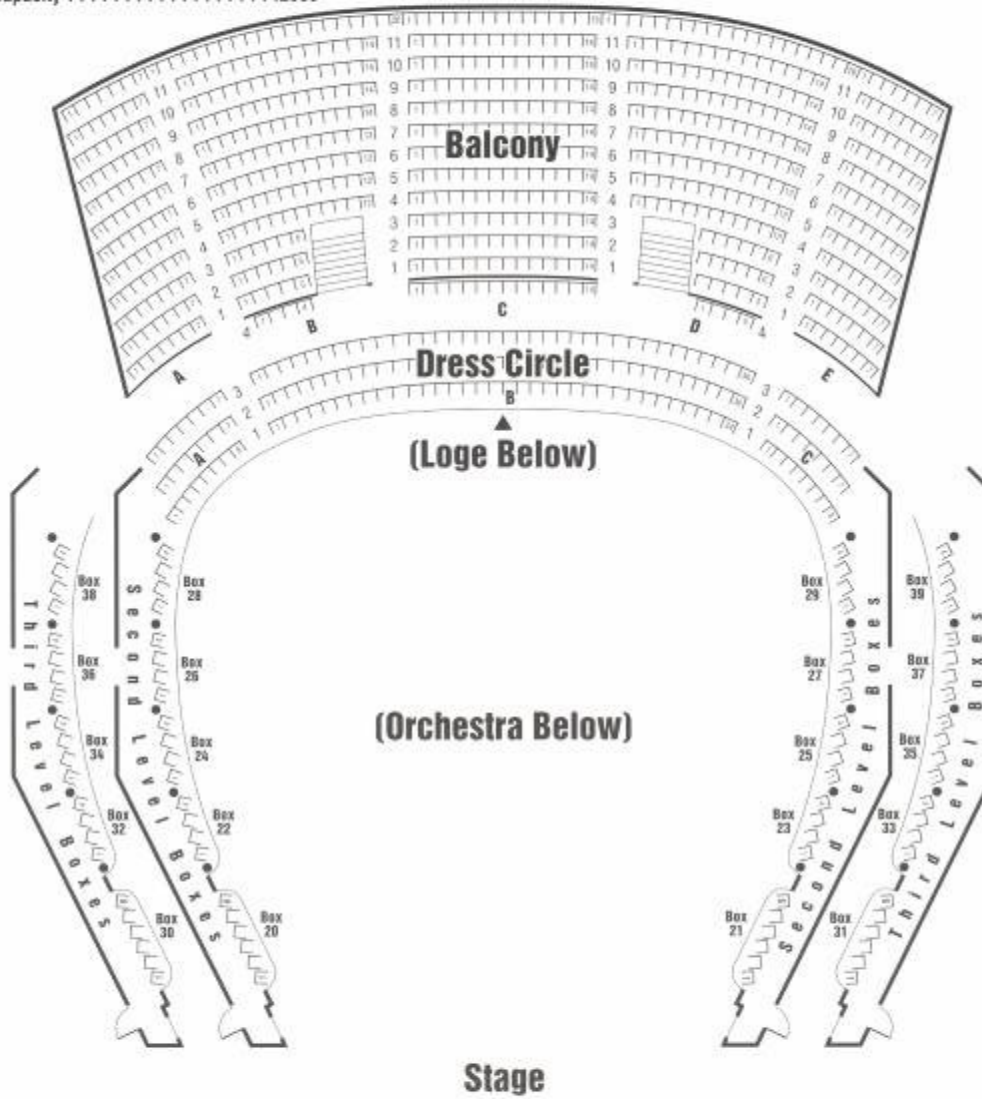


## Mahaffey Theater

Lower Level

# Mahaffey Theater-Upper Level

Balcony .....	.621
Dress Circle .....	.172
2nd Level Boxes .....	.44
3rd Level Boxes .....	.44
<b>Total Upper Level .....</b>	<b>.881</b>
<b>Total Capacity .....</b>	<b>.2030</b>



**Mahaffey Theater**  
Upper Levels

# **PROGRESS ENERGY CENTER FOR THE ARTS – MAHAFFEY THEATER**

## **MAINSTAGE BOOKING POLICY**

### **I. STATEMENT**

The Progress Energy Center for the Arts – Mahaffey Theater is a regional multi-purpose theater owned by the City of St. Petersburg and operated by SMG. The facility was redesigned and remodeled in 2005/2006 with the proceeds of a \$21.3 million bond issue. The City of St. Petersburg is committed to operating the venue according to policies, which will:

- ❑ Produce the highest possible income and operate the theater in a fiscally responsible manner.
- ❑ Encourage artistic events that interest the entire community, which include, but are not limited to orchestral presentations, ballet, Broadway shows, opera, popular presentations and family shows, etc.
- ❑ Increase understanding and appreciation of the arts through programs such as CLASS ACTS –children’s programming and other arts outreach programs.
- ❑ Make the MAHAFFEY available to as many producers as possible so as to maximize the number of days during which events are held.
- ❑ Support and maintain The Florida Orchestra’s preparation and performance presence, serving as the Orchestra’s “home” in St. Petersburg.
- ❑ Contribute to the image of St. Petersburg as a cultural destination and support the above policies by developing and implementing a strong marketing plan using the new image of the theater as a cornerstone of this effort.
- ❑ Assist programs from small, local community arts groups and educational institutions by offering incentives.

### **II. DEFINITION OF EVENT CLASSIFICATIONS**

Presenters using the facility shall be classified within the following priorities:

- First Priority      Users who contract to present at least fifteen performances over at least four separate events in a subscription series each year for more than one year.
- Second Priority      Users who contract to present at least fifteen performances over at least four separate events in a subscription series in one year.
- Third Priority      Users who contract to present at least four performances of a single event OR users who contract to present at least one performance each of at least four separate events in one year.
- Fourth Priority      Users who contract to present at least one performance of at least one event.

Organizations will be certified on an annual basis as to their presenter classification.

Within each category, determination of priority shall be made by amount of proposed rental income returned to the facility. Notwithstanding the above classifications, any tentative hold may be challenged outside of twelve (12) months by the following:

- Theater usage by a major blockbuster event engagement, defined as any event presenting at least twenty-four (24) total performances over four consecutive weeks, with additional weeks issued at the discretion of the General Manager. If such booking challenges a hold by either a first or second priority user, and the challenged event fails to respond by contracting and providing the required deposit within seventy-two (72) hours of notification of challenge, upon assignment of the dates to the blockbuster event, the presenter of the blockbuster event will execute a contract within forty-eight (48) hours of notification and be responsible for the full rental as outlined in the contract. Any deposit from the displaced presenter currently held by the theater management may be refunded to the party who provided the deposit. At the discretion of the General Manager, established first priority users may be afforded revision of deposit requirements.

### **III. SCHEDULING OF EVENTS**

Users according to the following may place tentative date holds:

- First Priority      Dates may be placed on hold at any time in the future prior to the event.

Second Priority      Dates may be placed on hold at any time within the 18 months preceding the first performance of the series.

Third Priority      Dates may be placed on hold at any time within the 12 months preceding the first performance of the series.

Fourth Priority      Dates may be placed on hold at any time within the 9 months preceding the first performance.

For any tentative booking, unless protected in the date challenge policy enumerated below, the booking hold will expire automatically after 30 days unless the presenter provides a non-refundable deposit in accordance with the following schedule:

1.      for a series of at least four events during a theater season - \$1000
2.      for an event with at least six performances during a theater season - \$750
3.      For a small community arts group or educational institution programs - \$300
4.      All other bookings - \$500.

The paid non-refundable deposit will entitle the presenter to an additional 60 days extension period. Any re-booking of the same date by the same presenter within 30 days of releasing said date shall be considered an extension and be subject to the required deposits as outlined in this section. If the presenter enters into a contract prior to the expiration of the extension period, then the deposit will be applied to the contract. If the tentative date or dates are challenged and another party goes to contract within the extension period, then the deposit will be refunded to the presenter who paid the deposit.

#### **IV.    DATE CHALLENGES**

Tentative, non-contracted date holds may be challenged, exclusive of challenges by blockbusters as outlined in Section II, by users according to the following:

First Priority              Dates may be challenged at any time within 8 months prior to the desired challenge date.

Second Priority            Dates may be challenged at any time after 30 days of being placed on hold provided the challenging event is within its date hold time frame.

Third Priority                      Dates may be challenged at any time after being placed on hold provided the challenging event is within its date hold time frame.

Fourth Priority                      Dates may be challenged at any time after being placed on hold.

Any tentative hold that has not gone to contract is subject to challenge in accordance with the following procedure:

First & Second Priority

A presenter will be notified that a bona fide challenger has agreed to enter into contract and SMG is holding a deposit of 50% of the rent. The presenter with the tentative hold will have five (5) business days within which to enter into a contract with an appropriate deposit, or the date(s) will be given to the challenging party. Upon assignment of the dates, the challenging party will execute a contract and be responsible for the full rental as outlined in the contract. If the dates are given to the challenging party, any deposit currently held by the theater management will be refunded to the party who provided the deposit.

Third & Fourth Priority

A presenter will be notified that a bona fide challenger has agreed to enter into contract and SMG is holding a deposit of 50% of the rent. The presenter with the tentative hold will have two (2) business days within which to enter into a contract with an appropriate deposit, or the date(s) will be given to the challenging party. Upon assignment of the dates, the challenging party will execute a contract and be responsible for the full rental as outlined in the contract.

If the dates are given to the challenging party, any deposit currently held by the theater management will be refunded to the party who provided the deposit.

**V. CONTRACT DEPOSITS**

1. The minimum contract deposit required will be full amount of the base rental for all users.
2. New clients will pay a contract deposit of full rent at the management's discretion.
3. Small community arts groups and educational organizations will pay as contract deposit the minimum rental.

4. The remainder of the expenses is due two weeks prior to the event.
5. Producers with a series will be allowed to deposit the base rent for one performance, which will be credited to the final performance of the series.
6. Deposits are non-refundable. Any producer who believes that its event was canceled due to exigent circumstances may request a partial or full return of the deposit, which is subject to the approval of the General Manager.
7. Deposit requirements may be waived at the discretion of the General Manager.

## **VI. RENTAL RATES**

Each defined space within the Mahaffey Theater namely, Main Stage, Grand Ballroom, Bayview Room, Patio and Atrium, has a separate rental cost associated with it that varies according to day of the week, length of occupancy, and the User's status. These Rental Rate Guidelines are attached as Exhibit "A".

Events with more than four performances per week are subject to negotiation with management.

## **VII. COMMUNITY ARTS AND EDUCATIONAL PROGRAMS**

Small local community arts groups and educational institutions (as defined below) will be offered use of the facility, when available, between the hours of 9:00 AM-5:00 PM at a discounted rate of \$1.00/seat - minimum rental - \$600, with a cap of \$ TBD plus front of the house and back of the house expenses. These groups may be eligible to apply for a subsidy for a portion of the expenses from the appropriate City sources or other granting agencies.

## **VIII. DEFINITIONS**

1. "Not-For-Profit, Section 501(C)(3) Organizations" are defined as organizations, which meet all of the following qualifications:

- Current exemption letter from the IRS.
  - Current state certificate of incorporation and good standing.
2. “Small local community arts groups” are defined as organizations, which meet all of the following qualifications:
    - Annual cash budget under \$500,000
    - A year-round presence in Pinellas County
  3. A track record demonstrating successful presentation of cultural and/or educational programs.
  4. “Educational institutions” are defined as organizations meeting the definition set forth in Florida Statutes, Section 212.08 (7)(0)(2)d, as amended from time to time.
  5. A “Commercial organization” is defined as any organization that does not qualify as A), B) or C) above.

**IX. GENERAL MANAGER’S DISCRETION**

The purpose of the booking policy of the Mahaffey Theater is to provide the management with general guidelines for the efficient operation of the facility. Nothing contained within those guidelines is intended to limit the General Manager’s discretion in the booking or negotiation of contracts that in his or her professional judgment would be in the best interest of the City of St. Petersburg and the Mahaffey Theater.

**X. LIMITATIONS OF BOOKING POLICY**

Please note that this policy generally applies to the Main Stage performance space and does not, unless otherwise specifically agreed on a case-by-case basis, apply to the other spaces in the building, including, but not limited to, the Grand Ballroom, Bayview Room or East Atrium. Nevertheless, we have included Rental Guidelines for those spaces as well.

**PROGRESS ENERGY CENTER FOR THE ARTS –  
MAHAFFEY THEATER**

**GUIDELINES AND SERVICES**

**ACCOMMODATIONS FOR THE PHYSICALLY CHALLENGED:** The Progress Energy Center for the Arts – Mahaffey Theater is committed to providing an array of services enabling all patrons to enjoy performances at our facility. All patron amenities such as water fountains, restrooms and ticket counters are appropriately designed per ADA requirements to provide completely accessible venues and services in order to ensure an enjoyable experience for every patron. The Theater offers Wheelchair Access Seating and Audio Aid/Listening Devices, parking spaces, restroom facilities, water fountains and elevators.

**ADVERTISING:** In order to accommodate all of our patrons, the theater strongly encourages presenters to use the following language in all advertising:

**Patrons with special needs are encouraged to contact the Mahaffey Theater Box Office at (727) 892-5767.**

**HEARING IMPAIRED:** The Theater is equipped with an FM listening system. Headsets are provided to patrons on a first come, first served basis at no cost to the user from the Theater Concierge Desk located in the main lobby of the Mahaffey Theater. A driver's license, credit card or cash deposit will be requested to guarantee return of the equipment.

**SIGHT IMPAIRED:** Suitable locations are provided to the sight impaired patrons. Signing can be arranged on request within a reasonable time frame.

**WHEELCHAIRS:** Seats have been allocated to patrons in wheelchairs and their companions, on a space available basis. Contact the Box Office directly at 727.892.5767 to make arrangements or request more information.

Promoters are encouraged to print in all promotional material used for subscriptions, group sales, programs, etc., that the above mentioned services are available for events held at the Mahaffey Theater.

Handicap elevators and ramping has been built throughout the facility. Bathrooms throughout the theater are wheelchair accessible. Adjacent parking facilities have specially marked and reserved parking spaces. The Theater Management encourages patrons with special needs to contact the box office for accommodations at 727.892.5767.

**AIR CONDITIONING:** Air conditioning is supplied to the theater at no charge during all performances. The prevailing rates per hour will apply when air conditioning is requested other than show time use.

**BOX OFFICE PROCEDURES:** The Mahaffey Theater will provide one box office for ticket sales to public events, on an exclusive in-house basis. The box office is designed to offer patrons the highest level of buying convenience. Furthermore, the box office will assist the promoter in realizing maximum returns from ticket sales while maintaining box office security, crowd safety and ticketing accuracy. The General Manager will schedule a meeting for you with the Box Office Manager to review show hours, theater capacities, box office procedures, ticket prices, ticket printing, discount tickets, box office charges, etc., and other items that are the lessee's responsibility. Box Office Services at the Mahaffey Theater also include staffing for advance sales, scaling with alternate plans and gross potentials, ticket ordering and manifests, and distribution reports and accounting of tickets sold.

The Mahaffey Theater Box Office accepts cash, Visa, MasterCard, and Discover. Personal checks are not accepted. "Will Call" is available at the Box Office; tickets held for Will Call may be picked up as early as 90 minutes prior to the event. The customer must have actual credit card and picture ID to pick up their tickets.

**NOTE: Consignment tickets will be issued for trade deals and Group Sales only. Group sales will be required to pick up and pay for tickets at the box office. The Finance Manager must approve any changes in this policy, in writing. Discount tickets and coupons, as well as any other materials for distribution, must be approved in writing, in advance, by the Director of Marketing and/or the Box Office Manager or they will not be honored at the box office or entrance door.**

The Mahaffey Theater maintains the right to control the distribution of all tickets through Ticketmaster, staffing of ticket sellers, box office hours and operations, ticket sales revenue (both advance and day of sale) through the completion of final settlement, and approval of any complimentary or discount tickets. No other tickets will be approved for sale at the Box Office, nor will they be honored at the entrance gate.

The Mahaffey Theater retains the right to make any determination of ticket refunds for cause, in keeping with the Theater's policy of retaining public faith. This shall include, but not be limited to, seats blocked by equipment, failure of production equipment, failure of talent to appear or to begin performance within reasonable time of schedule provided by Lessee.

All ticketing operations remain under the control of the Mahaffey Theater. No monies will be released from the Box Office unless otherwise approved by the General Manager. All unsold tickets remain the property of the Mahaffey Theater. Any trade/promotional tickets used by a promoter in payment of advertising are subject to normal percentage of gross.

No event at the Mahaffey Theater will be placed on-sale without the receipt of an executed lease agreement and deposit unless otherwise approved by the General Manager.

**PLEASE NOTE THAT EVENTS AT THE MAHAFFEY THEATER MAY NOT BE ADVERTISED UNTIL A LEASE AGREEMENT HAS BEEN FULLY EXECUTED AND A DEPOSIT RECEIVED.**

**CATERING SERVICES AND FACILITIES:** The Mahaffey Theater utilizes a number of the finest area caterers for the many events, performances and social functions occurring within the facility. Rental clients may receive an extensive list of approved caterers by request.

The Theater has two private rooms to host receptions and catered events: the dramatic Grand Ballroom and the intimate Bayview Room. The Theater's open lobby East Atrium is also available for semi-private functions. The Theater's Executive Conference Room offers a professional meeting space with high-tech amenities for smaller groups.

The Mahaffey Theater is a licensed facility; all distribution and sales of alcoholic beverages are managed by the Theater. The sale, sampling or distribution of food items at the Theater is strictly prohibited without prior written approval from the Theater Management.

**COPYRIGHT PROTECTION:** Lessee assumes all costs and expenses arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes, dramatic rights or intellectual properties used or incorporated in the event(s). Lessee shall indemnify, defend and hold harmless the Mahaffey Theater, SMG, the City of St Petersburg and their agents and employees from and against any claims or costs, including legal fees, in any way resulting from, or arising out of, directly or indirectly, the use of any such materials described above.

**DAMAGES:** Lessee will be held responsible for replacement and repair costs incurred by the Mahaffey Theater for damages to the facilities and its equipment resulting from occupancy or negligence of the Lessee, its agents and employees.

**DOORS:** Unless otherwise agreed upon by the Mahaffey Theater management and Lessee, doors to the lobby area(s) of the facility will be open one (1) hour prior to the published starting time of the event.

**EVENT REQUIREMENTS:** Lessee shall provide the Theater Management with a full and detailed schedule of all event requirements, including stage, lighting, sound, floor preparation and other event set-up requirements a minimum of 14 days prior to the event date. This includes additional information as may be requested by the

Theater Management concerning the event. Ideally, this information should be made possible prior to the event's on-sale date.

**FIRE AND SAFETY REQUIREMENTS:** In the interests of life safety and fire prevention/protection in the Mahaffey Theater listed below, shall apply to all events, private or public.

**EXITS:** No sets, scenery, displays or other impediments shall be so installed or operated as to interfere in any way with access to any required exit or with visibility of any required exit or any required exit sign. **All required exits, including but not limited to, entrance/exits, lobby areas and backstage areas shall be unlocked and free from obstruction during show hours.**

**FIREFIGHTING EQUIPMENT:** All fire hose cabinets, fire extinguishers, manual pull stations and any other fire protection equipment, including those inside exhibit/booth space, shall be visible and accessible at all times.

**COMBUSTIBLES, SPECIAL EFFECTS & PYROTECHNICS:** Compressed flammable gases, flammable or combustible liquids, open flame devices, hazardous chemicals or materials, Class II or greater lasers, blasting agents, explosives and pyrotechnic devices shall be prohibited within the theater. Under special circumstances, limited use of the above items may be permitted by the authority having jurisdiction provided adequate precautions are taken to prevent the accidental ignition of any materials. Literature on display must be kept to reasonable quantities; reserve shall be kept in closed containers and stored in a neat and compact manner.

**Procedures for the use of pyrotechnics are as follows:** Application for permit(s) shall be made to the St. Petersburg Fire Department through the Production Manager, or designee and a copy of the approved permit must be maintained on the premises throughout the event.

All activities related to pyrotechnics shall be reviewed and approved by the Production Manager or designee prior to the performance.

Proof of insurance from the pyrotechnics contractor, listing SMG and City of St. Petersburg as additional insured, must be provided at least 15 days prior to the event.

In the event pyrotechnics are used, additional Fire Marshal(s) may be required on stage along with a dedicated stagehand/electrician at the fire panel. A demonstration of the pyrotechnic display to be utilized must be scheduled with the Fire Marshal.

**VEHICLES:** Vehicles displayed inside the theater lobbies will be subject to approval by the General Manager. Vehicles may be displayed on stage subject to the following conditions:

- All fuel tank openings shall be locked and sealed in an approved manner to prevent the escape of vapors. Fuel tanks shall not be more than one-quarter full or contain more than 3 gallons of fuel, whichever is less.
- At least one battery cable shall be removed from the batteries used to start the vehicle engine. The disconnected battery cable shall then be taped.
- Fueling or de-fueling of vehicles shall be prohibited.
- No vehicles shall be parked across an aisle or in front of any exit or in anyway interfere with an aisle or exit
- Vehicles shall not be moved during show hours
- Filled liquefied petroleum (LP) gas tanks will not be permitted on display vehicles. Any use of LP powered equipment requires prior approval from Theater Management.

**FLAME RETARDANT TREATMENT:** Draperies, curtains, set pieces, scenery and other similar loosely hanging furnishings and decorations shall be flame resistant as demonstrated by passing both the small-scale and large-scale tests of NFPA 701, Standard Methods of Fire Tests for Flame-Resistant Textiles and Films. Acoustical and decorative material including, but not limited to, cotton, hay, paper, straw, moss, split bamboo and wood chips shall be flame-retardant treated to the satisfaction of the authority having jurisdiction. Sample materials may be required for testing purposes. Certificates of flame retardancy must be provided. Materials which cannot be treated for flame retardancy shall not be used.

**PERMITS:** An application for public assembly permit is required to be filed for all events with an audience of greater than 600 attendees. Any required fire, life safety, or police personnel and costs subsequently required per the permit filing are at the expense of the Licensee. Applications for a permit for the following shall be made to the St. Petersburg Fire Marshal fifteen (15) days in advance of the event. Once issued, copies of approved permits shall be kept on the premises throughout the event.

No display or operation of any open flame, flammable liquid device, candles, lanterns, torches, pyrotechnic displays, etc. or operate an electrical, mechanical or chemical device which may be deemed hazardous by the Fire Department

No flammable liquids, compressed gases or dangerous chemicals shall be used or stored in the Mahaffey Theater. Compressed gas cylinders must be secured to prevent toppling. Flammable compressed gas containers are **not** allowed in the facility.

No cooking of food involving grease-laden vapors is permitted. No food warming with fuels other than alcohol, which will be limited to one (1) pint per unit, is permitted; electricity is preferred. Devices are limited to 288-sq. in. of cooking surface area and shall be placed on noncombustible surfaces. Cooking devices shall be separated from each other by minimum distance of two (2) feet horizontally. Equipment using combustible oils or solids shall have lids available for immediate use. A 20 B:C UL rated fire extinguisher shall be provided for each device. Devices shall be isolated from the public by at least 4 feet or a barrier between the device and the public.

**FLAME RETARDANT TREATMENT:** All decorations, drapes, signs, banners, acoustical materials, hay, moss, split bamboo, plastic cloth and similar decorative materials shall be flame retardant. Oilcloth, tarpaper, sisal paper, nylon, and other plastic materials that are not flame retardant are prohibited. The Fire Prevention Bureau will test any questionable material.

**COMBUSTIBLES:** Literature on display must be limited to reasonable quantities. Reserve supplies should be kept in closed containers and stored in a neat and compact manner.

**OBSTRUCTIONS:** Aisles and exits as designated must be kept clean and clear of obstructions. Display construction must be substantial and fixed in a specified area for the duration of the show. Easels, signs, etc., must not be placed beyond the display area into aisles. All fire hose cabinets, fire extinguishers, pull stations and emergency exits inside the theater must be visible and accessible at all times. Doors must be able to be closed in case of emergency.

Please contact the General Manager if you have questions or require additional information.

**FIREARMS:** As stipulated by City of St. Petersburg Ordinance and Florida State Statute, firearms are not permitted in a venue wherever alcohol is being served. Florida State Statute 790.06(12) prohibits firearms anywhere on the property of the Mahaffey Theater. Additionally, personal security representatives and persons

licensed to carry concealed weapons may not bring weapons into the theater. **This policy is strictly enforced.**

**FIRSTAIDCENTER:** The Mahaffey Theater requires that life safety be considered in the planning stages of all events. Charges for these services and supplies utilized will be billed on your final statement. The theater provides and maintains a complete first aid center. Coverage during rehearsal/set-up days is available at your request.

**INSURANCE REQUIREMENTS:** Lessees using the Mahaffey Theater are required to have insurance coverage in effect during their entire occupancy including move-in, rehearsal/show days and move-out. The Lessee shall bear the full cost and expense of the following insurance:

- Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence, combined single limit, for bodily injury and property damage including coverage for personal injury, contractual, operation of mobile equipment, products and liquor liability (if applicable).
- Workmen's Compensation Insurance covering Lessee's employees.
- Employer's Liability Insurance with limits not less than \$1,000,000 each accident, covering injury or death to any employee which may be outside the scope of workman's compensation insurance. (This coverage is usually included in workman's compensation insurance).
- Automobile Liability Insurance with limits not less than \$500,000 each occurrence, combined single limit, for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles including loading and unloading operations.

*NOTE: Comprehensive General Liability and Automobile Liability insurance policies required by agreements for use of the theater must name on the policy as additional insured:*

- **SMG and**
- **City of St. Petersburg**

**ALSO:** Certificates of Insurance and complete copies of policies (if requested) satisfactory to the Mahaffey Theater, shall be furnished to the General Manager sixty (60) days before the first day of the event. The certified copies of the Certificate of

Insurance or policies shall provide that they may not be canceled without thirty (30) days advance written notice to the theater.

Your insurance company rating must be A:X or better according to Best's Insurance Guide.

When an agent out of the State of Florida issues a certificate of insurance, the certificate must be countersigned by a Florida Resident Agent, and the agency name and address must be included.

If your event utilizes independent contractors, we strongly recommend that you require verification of insurance in the same limits defined in our lease with the theater

If you are not able to provide a Certificate of Insurance, the Mahaffey Theater will purchase coverage for you at a cost to you of \$.48¢ per person. You will be charged at settlement.

**INTERMISSIONS:** The Lessee agrees that for all programs lasting one (1) hour or more, with exception to engagements specifically excluded by the General Manager, an intermission of not less than 20 minutes will be held, subject to modification by Theater Management when necessary.

**LOGOS:** Facility logos are available online at the Theater's official website at [www.mahaffeytheater.com](http://www.mahaffeytheater.com). Simply click the "MEDIA RESOURCE CENTER" link to download high-resolution Theater images, logos, SMG logos and TicketMaster logos. The Progress Energy Center for the Arts - Mahaffey Theater logo is required in all printed media.

**MANAGEMENT:** The Mahaffey Theater management shall retain the right to cause the interruption of any event in the interest of public safety, and to likewise cause the termination of such events when, in the sole judgment of the Theater Management, such an act is deemed necessary in the interest of public safety. Neither the Mahaffey Theater nor any of its officers, agents or employees shall be liable to Lessee for any damage(s) that may be sustained by Lessee through the exercise by the Theater Management of such right.

The Mahaffey Theater reserves the right to request pre-show or intermission announcements briefly relating to future attractions. The Theater Management is also entitled to make such announcements as the Theater Management may deem necessary at any time in the interest of public safety. Lessee agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety.

Theater Management reserves the right to eject, or cause to be ejected from the premises, any objectionable person or persons. Neither the Mahaffey Theater nor any of its officers, agents or employees shall be liable to Lessee for any damage(s) that may be sustained by Lessee through the exercise by the Theater Management of such right.

The operational control of the facility shall, at all times, rest with the Mahaffey Theater management staff. All final decisions relating to use of the facilities and personnel shall be made by the Theater Management.

**MARKETING:** A variety of promotional options to support your event at the Mahaffey Theater are available at no additional charge to you. Simply provide the Marketing Department with appropriate show materials (media release, bios, and high resolution photos) no later than 14 days prior to your event. Our committed Marketing Department will include your performance information in the following promotional opportunities, absolutely *FREE!* Other opportunities may apply – contact the Marketing Manager for more information. All promotions are subject to the approval and scheduling of the Marketing Manager.

- **Email Flyer:** By using your event’s promotional materials we will custom design an HTML Email Flyer to promote your event and distribute the flyer to our growing email database of dedicated Theater supporters.
- **Website Listing:** Event listing with photos, promotional copy, and a direct link to your event on Ticketmaster.Com
- **Mahaffey Gourmet:** Our preferred restaurant program offers select Mahaffey presenters the opportunity to cross promote events at Downtown St Petersburg’s hottest restaurants!
- **Concierge Desk:** Event materials will be prominently placed at the Theater’s Concierge desk. Available in the Theater lobby during all events, our friendly Concierge provides destination information, promotes upcoming events, or interviews guests for mailing list inclusion.
- **Press Release Distribution:** Get your message to Tampa Bay’s media outlets with a distribution the Theater’s media database of active press representatives!

**NOVELTY AND PROGRAM SALES POLICY:** The sale of programs and novelties at the Mahaffey Theater is subject to control by the Theater Management.

Based upon anticipated attendance and the volume of merchandise offered, the Mahaffey Theater management will determine the number of sellers assigned to each event.

The Mahaffey Theater will acquire a determined percentage of gross receipts based on the total gross receipts of novelty sales, which includes sales tax.

**THERE WILL BE NO EXCEPTIONS TO THE ABOVE RULES WITHOUT THE SPECIFIC WRITTEN CONSENT OF MANAGEMENT.**

**OUTDOOR EVENTS/TENTS:** A permit, site plan and a flame-spread rating on any tents are all required. The appropriate permits and/or licenses will be secured on behalf of the Lessee.

**PERSONNEL:** The Mahaffey Theater shall employ, furnish and supervise all personnel it deems necessary to conduct the event. Box Office personnel, parking attendants, ushers, stagehands, security and event janitorial services will all be provided at the expense of the Lessee.

**PARKING:** The Mahaffey Theater offers over 1100 on site parking spaces for patrons. The parking charge at the Mahaffey Theater is \$6 for most events. Self-parking at two municipal lots located near the theater is also available.

**SECURITY:** The Mahaffey Theater may require off-duty City of St. Petersburg Police Officers to be on site during an event. The Mahaffey Theater reserves the right to determine security needs for any/all events utilizing the facility. Additional security can be provided through private security contractors that are approved event contractors. A list of approved event contractors may be obtained from the General Manager.

Presenters may submit independent security contractors for approval by SMG no later than thirty (30) days prior to the first day of the contracted event date ("move-in" days are included). All appropriate applications, licenses and insurance certificates must be submitted as requested, fully processed and approved *no* later than thirty days prior to the scheduled event. Failure to comply will result in rejection of contractor by SMG.

Additionally, personal security representatives and persons licensed to carry concealed weapons may not bring weapons into the theater. **This policy is strictly enforced.**

Please encourage your patrons to arrive at least 40 minutes early, allowing ample time to enter the theater. All persons entering the theater may be subject to search.

Packages, backpacks, briefcases, cameras, recording and electronic devices are not permitted inside the Mahaffey Theater. Patrons attempting to bring such items into the theater will be required to return them to their vehicles. We are unable to check such items at the theater.

**SMOKING POLICY:** The Mahaffey Theater has adopted a ***NO SMOKING*** policy in all public areas. Smoking is permitted in designated areas of the exterior patio only.

**STAGEHANDS:** The Mahaffey Theater is a union house and all stagehands and camera operators will be scheduled by the Production Manager per requirements provided by Lessee. Rate schedules and overtime costs are provided upon request.

**TELEVISION ORIGINATION:** The Mahaffey Theater reserves all radio and television rights, unless otherwise specified in the use agreement.

**TICKET SELLERS/TAKERS:** All ticket sellers/takers are scheduled per requirements provided by Lessee. Rate schedules provided upon request.

**USHERS:** Ushers will be provided and coordinated through the Mahaffey Theater. Rate schedules will be provided upon request.

**SIGNAGE / EXTERIOR:** All signage must be professionally produced; hand printed or “home made” signage will not be accepted. The Marketing Manager reserves the right to reject any signage deemed inappropriate.

Posters which are to be displayed for more than thirty days are subject to deterioration due to sunlight and heat. Signage which shows excessive wear and/or deterioration will be removed. Please contact the Marketing Manager for suggestions on prolonging the useful life of signage.

- The Marketing Manager will determine placement of signage.
- Signage must be removed within 72 hours of the conclusion of an event.
- Temporary signage may not be taped, hung or otherwise affixed to the exterior of the theater.

The General Manager may make exceptions to this policy after consultation with the appropriate city agencies.

### **SIGNAGE / INTERIOR**

- Posters, flyers, pamphlets, handbills or displays promoting upcoming events

may not be placed in the theater lobby or at the Box Office. Coordinate with the Theater's Director of Marketing to arrange to have your event materials displayed or distributed at the Theater Concierge Desk. Placement at the Concierge Desk is subject to the discretion of the Marketing Director.

- Signage will not be affixed or taped to any interior surface.
- Except for signage directly related to the performance such as cast boards, the use of temporary signage on easels and banners is discouraged. When temporary signage must be used, it must be professionally produced; hand printed or "home made" signage will not be accepted. The Marketing Director reserves the right to reject any signage or banners deemed inappropriate.
- All banners or promotional signage must be approved 72 hours in advance by the Marketing Director or his/her designee. Approved articles that require installation must be delivered to the General Manager 24 hours before the event. We cannot guarantee installation of signage delivered late. Work orders for signage/banner installation will be provided with the lease agreement.
- Presenters will, upon request, be provided one skirted, topped 8' table for temporary displays during the run of their event. Materials displayed at this table must conform to the policies outlined in this document. Placement of this table rests solely with theater management.
- Posters, flyers, pamphlets, handbills or displays promoting events at venues other than the Mahaffey Theater will be removed and discarded.

## **PROGRESS ENERGY CENTER FOR THE ARTS - MAHAFFEY THEATER**

### **ESTIMATE OF CHARGES**

All rates are subject to change  
Effective as of June, 2009

The following schedule of rates are provided as guidelines.  
Specific rates are subject to availability, impact, and size of group.

### **THEATER CAPACITY 2031**

## MAIN STAGE

MAINSTAGE PERF. RENT (**COMMERCIAL**) MON – THURS.... \$2,300 VS. 10% AGT capped at \$4,500  
MAINSTAGE PERF. RENT (**COMMERCIAL**) FRI & SUN..... \$2,800 VS. 10% AGT capped at \$6,000  
MAINSTAGE PERF. RENT (**COMMERCIAL**) SATURDAY..... \$3,100 VS. 10% AGT capped at \$6,000  
2<sup>ND</sup> PERFORMANCE, SAME DAY (**COMMERCIAL**) .....\$1,275 VS. 10% AGT  
REHEARSAL – NON PERFORMANCE DAY.....\$1,500

Commercial events with more than 4 performances are  
Subject to negotiation with management.

MAINSTAGE PERF. RENT (**NON-PROFIT**) MON – THURS, ALL DAY/EVENING.....\$2,000  
MAINSTAGE PERF. RENT (**NON-PROFIT**) FRI & SUN, ALL DAY/EVENING.....\$2,500  
MAINSTAGE PERF. RENT (**NON-PROFIT**) SAT, ALL DAY/EVENING.....\$2,700  
2<sup>ND</sup> PERFORMANCE, SAME DAY (**NON-PROFIT**) .....\$975  
REHEARSAL/NON-PERFORMANCE DAY (**NON-PROFIT**) 8 HRS .....\$1,200

GRAND BALLROOM RENT (COMMERCIAL) MON – THURS, ALL DAY/EVENING .....\$1,300  
GRAND BALLROOM RENT (COMMERCIAL) FRI & SUN, ALL DAY/EVENING ..... \$1,450  
GRAND BALLROOM RENT (COMMERCIAL) SAT, ALL DAY/EVENING .....\$1,600

GRAND BALLROOM RENT (NON-PROFIT) MON – THURS ALL DAY/EVENING .....\$1,050  
GRAND BALLROOM RENT (NON-PROFIT) FRI & SUN , ALL DAY/EVENING .....\$1,250  
GRAND BALLROOM RENT (NON-PROFIT) SAT , ALL DAY/EVENING .....\$1,450  
BAYVIEW ROOM RENT (COMMERCIAL) MON – THURS, ALL DAY/EVENING..... \$700  
BAYVIEW ROOM RENT (COMMERCIAL) FRI & SUN, ALL DAY/EVENING..... \$1,050  
BAYVIEW ROOM RENT (COMMERCIAL) SATURDAY, ALL DAY/EVENING..... \$1,200

BAYVIEW ROOM RENT (NON-PROFIT) MON - THURS, ALL DAY/EVENING.....	\$800
BAYVIEW ROOM RENT (NON-PROFIT) FRI & SUN, ALL DAY/EVENING.....	\$950
BAYVIEW ROOM RENT (NON-PROFIT) SATURDAY, ALL DAY/EVENING .....	\$1,100
EAST ATRIUM RENT .....	TBD
EAST ATRIUM PATIO..... (Both are Based on Availability)	TBD
GRAND PIANO RENTAL.....	\$450/ PERF.
UPRIGHT PIANO RENTAL .....	\$100/ PERF.
IN HOUSE LIGHTING SYSTEM.....	\$300.00
IN HOUSE SOUND SYSTEM.....	\$150.00
BOX OFFICE FEES .....	TBD
BOX OFFICE CREDIT CARD FEES .....	TBD
NOVELTY SALES .....	TBD
SALES TAX.....	7%
ADMISSIONS TAX ON GROSS TICKET SALES.....	7%
TV ORIGATION FEE.....	TBD

ADDITIONAL CHARGES MAY APPLY

**Progress Energy Center for the Arts  
MAHAFFEY THEATER**

**TECHNICAL INVENTORY**

**LOADING DOCK**

- Loading Dock @ normal truck level
- Loading Dock @ same level as stage floor.
- Loading Doors open directly into receiving area.

- Loading Dock main door (roll up) 16' wide x 10' high
- Dressing rooms, Laundry/ Wardrobe are @ stage level.

### **STAGE DIMENSIONS**

- Proscenium Width adjustable from 44' to 60'.
- Proscenium Height fixed @ 27'3".
- Rear of Fire Curtain guide to back wall 45'
- Rear of Fire Curtain guide to front of stage 5'.
- Rear of Fire Curtain guide to front of first lift 12'8".
- Rear of Fire Curtain guide to front of second lift 19'8".
- Stage Apron 54' wide x 7' to House Curtain line.
- Center Line to Lock Rail Stage Left 45'.
- Center Line to Stage Right Wall 48'.
- Wing Space Stage Right 45' x 15' x 20' High.
- Clear Height under fly galleries Left & Right 28'.
- Stage Floor to underside of grid 64'8".
- Stage Height 3'7".
- Pit Restraining wall 2'7".
- Stage Apron Depth to curtain line includes raised pit 22'.
- 109' From Booth glass to curtain.

### **RIGGING SYSTEM**

- 68 Single - Purchase 6 line counterweight sets on stage left.
- Usable Capacity 1200 Lbs.
- Trussed Pipe Battens 64'8" long w/ 3' long pull-out.(limited amount), 1 ½" Pipe, Schedule 40
- Bottom pipe of batten trims @ 5' above stage floor.
- Batten travel = 52' 0"
- First electric set #4 is motorized w/ a capacity of 1500Lbs.
- 30 Spot lines are possible @ any point over the stage & may be rigged to operate from pin rails at fly gallery level stage left & right.
- Acoustic ceiling & Reflector panel are motorized line sets.
- *Approx. 20,000lbs of counterweight available*

### **GOODS**

- House curtain & Teaser: Red velour, Manual draw, Guillotine or Travel.
- 5 Pair Legs, Black velour, 30' high x 15' wide.
- 1 Pair Legs, Red velour, 30' high x 15' wide.
- 7 Borders, Black velour, 15' high x 70' wide.
- Up/ Down stage masking 30' high x 40' wide.
- 1 Cyclorama, Leno filled, 30' high x 66' wide.
- 1 Black Scrim, sharks tooth, 30' high x 66' wide.
- 1 Projection Screen, Front projection ONLY, 15' high x 30' wide.

## **ELECTRICAL SYSTEM**

- 3 Company switches, 3 Phase 4 Wire, Maximum 400 Amp/Leg Located Stage Right.
- 1 Switch, 3 Phase 4 Wire, Maximum 200 Amp/Leg Located up stage left.
- 1 Switch, 3 Phase 4 Wire, Maximum 200 Amp/Leg Located @ Loading dock.

## **HEARING IMPAIRED SYSTEM**

- Phonic Ear - FM System - PE300R (72 MHz , Channel 26)
- 20 Receivers.

## **COMMUNICATIONS**

- RTS 2 Channel Intercom System, with isolated touring loop wiring
- 15 Headsets/Belt packs 2 channel.
- 1 channel, 3wire loop for touring systems.
- Stage Managers Desk w/ paging to backstage & onstage.
- Latecomers Video System w/ Monitors (8) Located in lobby, one at Stage Left & one at Stage Right.

## **CABLE PASSES**

- From Loading Dock to side stage right, Side stage to sound cockpit, & sound cockpit to center house glass booth.
- Cable Lengths needed: Stage to cockpit = 250'.
- Sound power has independent grounds.

## **DRESSING ROOMS**

- Dressing rooms, Laundry/ Wardrobe are @ stage level.
- All Dressing Rooms have full Lavatories & Showers.
- Main Hallway 141' Long x 6' wide ( x-over)
- Backstage Measurements:
  - Laundry Room: 23 x 20 deep  
w/ 2 washers, 2 dryers, steamer, irons & boards
  - Green Room - 16 x 20 deep
  - #1: 17 x 20 deep - 2 stations
  - #2: 22 x 20 deep - 16 stations
  - #3: 18 x 26 deep - 20 stations
  - #4: 8 x 12 - 2 stations
  - #5: 7 x 12 - 2 stations
  - #6: 8 x 13 - 2 stations
  - #7: 9 x 17 - 8 stations
  - #8: 8 x 13 - 4 stations

ADDITIONAL CHARGES MAY OCCUR FOR IN-HOUSE EQUIPMENT

**PROGRESS ENERGY CENTER FOR THE ARTS  
MAHAFFEY THEATER**

**FLY LINE PLOT**

- WORKING DEPTH OF THE STAGE IS 40'6".
- THERE ARE UNMOVABLE ORCHESTRA SHELLS STORED UPSTAGE OF 40'6".
- FLY LINE PLOT DOES NOT ALWAYS REFLECT POSITION OF ITEMS.

PLEASE VERIFY ON ADVANCE CALL TO TODD BEATTY, OPERATIONS MANAGER

AT 727-892-5889 OR E-MAIL [TBEATTY@MAHAFFEYTHEATER.COM](mailto:TBEATTY@MAHAFFEYTHEATER.COM)

**SCHEDULE "B" OF STAGEHAND BILL RATES WAGES  
FOR STAGE PRESENTATIONS, SCHOOLS,  
CONCERTS, DANCES, FASHION SHOWS**

**RATES TBD**

**Please contact Todd Beatty, Operations Manager  
or IATSE Local 321 - Tampa/St. Pete**

Department Heads  
Riggers  
Steward  
Truckloaders

**Billing Conditions**

After 8 hours worked in any 24 hr period .....Time and one half  
Midnight to 8:00 AM.....Time and one half  
Holidays. ....Time and one half

Premium Holidays.....  
Double Time  
Performance on Holidays. ....Time and one half  
After 40 straight time hours for same event.....Time and one half  
7<sup>th</sup> consecutive day worked for same event.....Double Time  
Fractional hours.....Pro rate to nearest hour  
Minimum call.....4 Hours  
Performance time.....3 hours max  
Fringe.....32%

**PROGRESS ENERGY CENTER FOR THE ARTS -  
MAHAFFEY THEATER**

**PHONE NUMBERS**

**BAYFRONT MEDICAL CENTER  
701 6 Street South  
727.823.1234**

**BANK OF AMERICA  
850 Central Avenue  
St. Petersburg, FL  
727.892.1545**

**PSTA - BUS LINE**  
727.530.9921

**TAXI SERVICE**

**Bats - 727-367-3702**  
**St Pete Taxi - 727.327.3600**  
**Yellow Cab - 727.821.7777**

**DOCTORS**

**General MD:**  
**Mike Reilley**  
**1201 5<sup>th</sup> Avenue North**  
**727.821.1132**

**Chiropractor**

**James O'Neill**  
**2211 16 Street North**  
**727.894.0789**

**LaTorre Chiropractic**  
**2117 49<sup>th</sup> Street North**  
**727.321.3058**

**DENTALI**

**Jerrold Resnick**  
**6450 Central Avenue**  
**727.347.6450**

**OBGYN**

**Dr. David Desper**  
**5501 4<sup>th</sup> Street North**  
**727.527.2590**

**ENT**

**Bayfront Medical**  
**Dr. Maro 727. 824.7104**

**Alan Gall MD**  
**2299 9<sup>th</sup> Ave North,**  
**727.321.3344**