



CITY OF NEW BEDFORD

JONATHAN F. MITCHELL, MAYOR

May 15, 2017

City Council President Joseph Lopes
Honorable Members of the City Council
City Hall
New Bedford, MA 02740

RE: Extension of Zeiterion Theatre Management Contract Term

Dear Council President Lopes and Honorable Members:

I am submitting for your consideration a proposed Order extending the term of the Zeiterion Theatre, Inc. management contract for the Zeiterion Theater from July 1, 2017 to June 30, 2020. The agreement extension keeps the annual management fee at its current level of \$210,000 for the duration of the contract, and includes no changes in terms or conditions from the existing agreement.

As you know, the Zeiterion has made tremendous progress since the City and Zeiterion Theater, Inc. undertook an effort to reactivate their partnership in 2013 and put the theater on a firmer and more equitable financial footing. As a result of that work and that of thousands of private supporters, today the Z is the region's premiere performing arts center, and has been operated by Zeiterion Theatre, Inc. in an exemplary manner as a central attraction in the city's downtown. The Z consistently offers a diverse array of high quality programs, performances, and events (over 250 each year), including 27 school-time shows for over 15,000 area children. Under the capable leadership of Rosemary Gill, Justin LaCroix, and the Board of Directors, the Z is poised for even more success in the years ahead, and the City's continued participation in this management agreement is critical to the Z's ongoing fiscal sustainability.

Please join me in extending the City's vote of confidence in Zeiterion Theatre, Inc.'s stellar management of our beloved performing arts center for another three years.

Thank you for your consideration.

Sincerely,


Jonathan F. Mitchell

enc. Zeiterion Management Contract
Order Authorizing Contract Extension



CITY OF NEW BEDFORD

CITY COUNCIL

May 23, 2017

ORDERED, that the original three-year term of the management contract entitled, "Zeiterion Theatre Building Management Agreement and Grant of License between City of New Bedford and Zeiterion Theater, Inc." be and is hereby extended from its original termination date of July 1, 2017 to and including June 30, 2020. This vote is taken to authorize contracts whose terms exceed three (3) years in accordance with, and as required by, Massachusetts General Laws Chapter 30B, Section 12.

**ZEITERION THEATRE BUILDING MANAGEMENT
AGREEMENT AND GRANT OF LICENSE
Between the City of New Bedford and
Zeiterion Theatre, Inc.**

Management Agreement made and License granted this 1st day of, July, 2017 by and between the City of New Bedford, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, having its usual place of business at 133 William Street, New Bedford, Massachusetts (hereinafter the "City"), acting by and through its Department of Tourism and Marketing (hereinafter the "Tourism Department"), and Zeiterion Theater, Inc., a non-profit private corporation organized under the laws of the Commonwealth of Massachusetts, having its usual place of business at 684 Purchase Street, New Bedford Massachusetts. (Hereinafter referred to as "Manager")

AGREEMENT

City and Manager agree as follows:

The City is the owner of the premises known as the Zeiterion Theater (hereinafter the "Theater" or "Zeiterion").

The City desires to make the Theater available to the general public, children from elementary to high school age, clubs, associations, non-profit organizations, college students, professionals, and others for the purpose of conducting enhanced cultural activities and affording superior educational and artistic opportunities, programs, and events.

The Theater is the premier performing arts venue in Southeastern Massachusetts and plays a vital role in the cultural life of the New Bedford metropolitan area, drawing tens of thousands of patrons to downtown New Bedford to experience its programs.

Manager is organized for the purpose of providing New Bedford and the region with performing arts programming of excellence that inspires, educates, engages and entertains. In addition, as manager, the Zeiterion Theatre, Inc. will operate and manage the Theater for the purpose of promoting and assisting youth programs and civic and cultural activities and offering superior cultural, educational, and artistic programs, opportunities and events.

The Tourism Department is charged with advertising and promoting the finest aspects of the City worldwide and recognizes that the continued viability and superior quality of the Theater is critical to the City maintaining its standing as a destination.

City, acting by and through the Tourism Department and its Mayor, Jonathan F. Mitchell, has pledged to support the operation of the Theater in accordance with the terms of this Agreement and License so as to provide New Bedford with the finest cultural, artistic, educational, and entertainment venue possible.

Manager has responded to RFP #14698356, Zeiterion Theatre Building Management, with a proposal that has been selected as the most advantageous to the City.

City has evaluated the proposal and determined that Manager is uniquely suited to operate the various entertainment, civic and cultural activities and offer superior cultural, educational, and artistic programs, opportunities and events historically associated with the Zeiterion Theatre and manage the Zeiterion Theatre Building commensurate with expectations stated in the RFP.

In consideration of the promises, covenants, terms and conditions herein contained, the City does hereby grant and license unto Manager the exclusive right and privilege to operate, and occupy for the purpose of such operation and for no other purpose, the Theater as set forth below herein, and Manager agrees to operate the Zeiterion Theatre and manage the Zeiterion Theatre Building in accordance with its proposal and this Agreement and License, as follows:

1. Term of Agreement and License

The term of this Management Agreement and License shall be from July 1, 2017 to June 30, 2020, unless sooner terminated as hereinafter provided. The City may, in its sole and exclusive discretion, extend the term of this Agreement and License upon such terms as the City, in its sole and exclusive discretion, may determine.

2. Theater Operations

Manager shall be responsible for fully operating and servicing the day-to-day operations of the Theater as outlined in "Appendix A" of this agreement, "Theatre Management Proposal and Scope of Services."

3. Management and Staffing

Manager will provide professional management services to perform the day to day supervisory control over the Theater.

Manager will provide sufficient staff to operate the Theater in a professional manner. Manager shall ensure that all employees are properly trained in performing their assigned tasks.

Manager agrees to comply with all applicable local, state, and federal laws governing

criminal background checks for employees and volunteers who come in contact with children in the course of staffing programs and events in the Theater. Manager shall certify in writing, to the City, on an annual basis, that it has obtained criminal history checks for aforementioned staff members and that to the best of their knowledge the organization has no employees and/or volunteers with criminal backgrounds. The City reserves the right to prohibit any person from working within the confines of the Theater and may bar any person from the Theater for actions detrimental to the Theater or its patrons. The City and Manager agree that Manager is acting as an independent contractor in carrying out its respective obligations and responsibilities under this Agreement and, further, that Manager is not a partner, joint venturer or employee of the City. Consequently, and notwithstanding the discretion reserved Manager under this Agreement, the employees and the other agents of Manager are not partners, joint venturers or employees of the City and are not authorized to enter into contracts on behalf of or to otherwise bind the City. Conversely, the employees and other agents of the City are not partners, joint venturers or employees of Manager and, consequently, are not authorized to enter into contracts on behalf of, or to otherwise bind, Manager.

4. Compliance with Laws

Manager and its employees shall observe and comply with all laws, statutes, ordinances, rules, and regulations of the United States, the Commonwealth of Massachusetts, the City of New Bedford, and/or any department or agency thereof. In particular, Manager and its employees shall comply with City licensing and/or permitting requirements and ALL FIRE PREVENTION CODES.

5. Indemnification

Manager shall conduct its activities so as not to endanger any person; and shall indemnify, save, and hold harmless the City and all its officers, agents and employees from any and all claims for all losses, injuries, damages, and liabilities to person or property caused entirely or in part by the acts or omissions of Manager, its agents, officers, or employees.

6. Insurance

Manager agrees to maintain the following insurance:

- a. Worker's Compensation and Employer's Liability Insurance in the form and in the amount prescribed by law for such coverage.
- b. Commercial General Liability Insurance policy with minimum limits of \$1,000,000.00 combined single limit per occurrence for personal and bodily injuries and for property damage. The policy shall also contain Fire Damage Legal Liability with a minimum limit of \$1,000,000.00.
- c. Commercial Automobile Liability Insurance covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

- d. Contractual Liability coverage including, but not limited to, the liabilities assumed under the indemnification provisions of this agreement.

Any policy submitted shall not be subject to limitations, conditions or restrictions inconsistent with the intent of the insurance requirements to be fulfilled by Manager. All policies shall be written through an insurance company of recognized responsibility, duly authorized by the Commonwealth of Massachusetts to transact that class of insurance in the Commonwealth of Massachusetts and shall carry no less than an "A" rating as published by A.M. Best's rating guide. No special payment shall be made by the City for any insurance that Manager may be required to carry. The City shall be named as an additional insured on the Commercial General Liability policy; and Commercial Automobile policy. The insurance companies issuing the policy or policies shall have no recourse against the City for payment of any premiums or for assessments under any form of policy. Any such insurance policies may be written in combination with any of the other, where legally permitted, but none of the specified limits may be lowered thereby.

Manager shall furnish the City with a copy of such policy or policies of insurance, validly executed by or on behalf of the insurance company. Manager also shall furnish the City with a certificate of such policy or policies of insurance, validly executed by or on behalf of the insurance company, certifying that such insurance is in full force and effect, and specifically insuring the liability assumed by Manager with a requirement of thirty (30) days prior notice to the City of any material change or cancellation thereof. Insurers shall have no right of recovery or subrogation against the City it being the intent of the parties that insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance. A lapse in insurance coverage will at the sole discretion of the City be deemed sufficient cause for the termination of the lease for cause upon written notice to Manager provided, however, that Manager shall have seven (7) days within which to cure unless there has been an uninsured loss within the period after the lapse.

7. Signs and Graphics

Advertising and identification signs shall be allowed within and without the boundaries of the Theater without the prior approval of the City. Manager shall actively advertise the Theater and its programs and maintain a modern and informative web site.⁸ Assignment and Subletting

Manager shall not voluntarily or involuntarily assign any of its interest in this Agreement or License, without the prior written approval of the Mayor. In the event of assignment without the prior written approval of the Mayor, the City shall have the right to immediately terminate this Agreement.

9. Financial Records

Manager shall maintain, in accordance with generally accepted accounting principles consistently applied, adequate records of all financial operations relating to all activities included in this Agreement. Manager shall at its own cost and expense, cause an annual certified audit to be conducted of any financial operations relating to the above referenced activities. Such audit shall be performed by an independent, licensed, certified public accountant, and Manager shall submit a certified copy of such audit to the City within ninety (90) days following the conclusion of the audit during the term of this Agreement. In addition, all reporting and accounting methods utilized by Manager shall conform to guidelines as prescribed by the City. A copy of said audit shall be provided to the City on an annual basis.

Manager shall make available to the City or City's representatives' for inspection all financial records pertaining to the operation of the Theater and the Theater premises upon reasonable notice from the City. If Manager fails or refuses to make the financial records available to the city within a time frame deemed reasonable by the City, City shall have the right to terminate this Agreement forthwith without recourse by the Manager at law or in equity.

10. Taxes and Other Charges

Manager shall promptly pay all taxes, excise or license fees which are by nature, applicable to the management of the Theater and take out and keep current all required licenses, of any kind, required of the Theater and further shall not permit any of said taxes, excise fees, or license fees to become delinquent.

City shall promptly pay all taxes, excise or license fees which are by nature applicable to the property/Theater and take out and keep current all required licenses, of any kind required of the building/Theater and further shall not permit any of said taxes, excise fees or license fees to become delinquent.

11. Termination

Notwithstanding any other provisions contained in any other section for cancellation or termination of this Agreement, in the event that Manager shall fail to perform, keep and observe any of the terms, covenants, or conditions herein contained on the part of Manager either party to be performed, kept or observed, the City may give Manager notice in writing to correct such conditions or cure such default within thirty (30) days. In the event that such default is not cured or corrected within thirty (30) days after receipt of said notice, the City may terminate this Agreement immediately upon written notice.

The City may terminate this Agreement upon written notice if Manager fails to comply with Board of Health regulations or requirements.

Upon termination of this Agreement, by expiration or otherwise, and if The Zeiterion Theatre, Inc. is asked or chooses to vacate the building, only the equipment and furnishings itemized in Appendix A "Facility Management" shall remain on premises.

The City may terminate this agreement without recourse by the Manager if the City selects another Manager for the Theater after review of proposals submitted in response to the city's request for proposals for management and operation of the Zeiterion Theater under a management contract with attendant lease or license, the Manager hereby acknowledging that the City intends to seek such proposals in the near future.

12. Notices

Any notice which either party may or must give hereunder shall be in writing deemed given upon delivery if delivered personally, or upon mailing if mailed by certified mail, return receipt requested, addressed as follows:

if to the City: Mayor, City of New Bedford
 City Hall
 133 William St.
 New Bedford, MA 02740

with a copy to: New Bedford City Solicitor
 City Hall
 133 William Street
 New Bedford, MA 02740

and if to Manager : Director
 Zeiterion Theatre, Inc.
 Zeiterion Performing Arts Center
 684 Purchase Street
 New Bedford, MA 02740

Any of the above may, by notice aforesaid, direct that future notice be sent to a different address.

13. Invalid Provisions

It is expressly understood and agreed by and between the parties hereto that in the event that any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, or otherwise appears to both parties to be invalid, the invalidity of any such covenant, condition or provision shall not prejudice either the City or Manager in their respective rights and obligation contained in the valid covenants, conditions or provisions of the Agreement.

14. Compensation

A. TOTAL CONTRACT COMPENSATION: The City will compensate Manager for the satisfactory performance of the Theatre Operations set forth in Article 2 above and for those tasks set forth in the Scope of Services in Appendix A. Total compensation for all services rendered by Manager, inclusive of all three (3) years of this Agreement from July 1, 2017 to and including June 30, 2020, shall be Six Hundred and Thirty Thousand (\$630,000) dollars, unless authorized by a Change Order duly executed by Manager and the City. Compensation for work to be performed by Manager under Change Order will be determined after the details of each respective Change Order have been priced by Manager and accepted by the City and formally reduced to writing in the form of the City's Standard Form Change Order, duly executed.

B. ANNUAL COMPENSATION: City shall compensate Two Hundred Ten Thousand Dollars (\$210,000.00) each year of the Agreement, with the three annual terms of this Agreement running from July 1, 2017 to June 30, 2018, July 1, 2018 to June 30, 2019, and July 1, 2019 to June 30, 2020.

C. PARKING: City shall provide complimentary parking at all times within the Zeiterion Garage for all staff and volunteers of the Manager as well as for all staff of New Bedford Symphony Orchestra and New Bedford Festival Theatre.

15. Appropriations; City's Obligations

City and Manager agree that appropriations for expenditures by the City and authorization to spend for a particular purpose, including this Agreement, are ordinarily made on a fiscal year basis. The fiscal year of the City is the twelve (12) month period ending June 30 of each year. The obligations of the City under this Agreement for the present or any subsequent fiscal year following the fiscal year in which the Agreement is executed are subject to appropriation by the City of funds sufficient to discharge the City's obligations that accrue in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Agreement shall be terminated immediately upon the Manager's receipt of notice to said effect without liability or damages, penalties or other charges arising from such early termination. Expenditures under this Agreement for services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated or authorized for said fiscal year. The Manager's yearly costs, as contained herein, may not exceed the amount appropriated for the year.

16. Utilities

Responsibility for utilities shall be as set for the in Appendix A.

17. License Authorizes Occupancy for Theater Operation Purposes Only

The License granted hereunder authorizes Manager's access to the Theater solely for the purpose of operating the Theater and conveys no right or license to occupy the Theater for any other purpose. This License conveys no possessory rights in the Theater to Manager. If upon breach of this Agreement, or for any reason whatsoever, the City notifies Manager to vacate the Theater, Manager hereby agrees to do so, and shall do so, within 14 days of receipt of such notice, without further recourse against the City or its agents, officials, or employees. Manager hereby grants City authority to remove Manager forthwith after expiration of said 14 days grace period if Manager has failed to remove itself within that time period.

18. Successors and Assigns

The City and Manager each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

19. Assignment; Transfer of Ownership

Neither the City nor Manager shall assign any rights or duties under this Agreement without the prior written consent of the other party. The City reserves the right to terminate this Agreement by written notice in the event of a sale or transfer of ownership in the Manager's business entity, however constituted. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Manager shall not subcontract for any service or portion thereof to be rendered under this Agreement without the prior written consent of the City.

20. Dispute Resolution

The City and Manager agree to negotiate in good faith to resolve any disputes or differences arising under this Agreement. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve by the dispute by direct negotiation or mediation. Any dispute that cannot be resolved by this negotiation will be submitted to mediation conducted in accordance with the current Industry Mediation Rules of the American Arbitration Association or such other form of non-binding Alternative Dispute Resolution (ARD) as they may mutually agree upon. City and Manager agree that, in the event their dispute resolution procedures as described above do not resolve any disagreement among them, and any party elects thereafter to institute legal proceedings, the forum for any such action relating to this Agreement shall be in courts located in the Commonwealth of Massachusetts, either state or federal.

21. Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto and all other representations or statements heretofore made, oral or written, are merged herein and this Agreement may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

In witness whereof, the said parties have hereunto set their hands and seals the day and year first written above.

Contractor: Zeiterion Theatre, Inc.	CITY OF NEW BEDFORD, MASSACHUSETTS
By: Title:	By: Jon Mitchell Title: Mayor
CERTIFIED that funds are available:	DEPT. Tourism and Marketing
By: Robert Eckstrom Title: City Auditor	By: Dagny Ashley Title: Director
APPROVED as to Form and Legality	PURCHASING DEPARTMENT
By: Shannon Shreve Title: Associate Solicitor	By: Richard Calderon Title: Chief Procurement Officer

APPENDIX A

ZEITERION THEATRE THEATRE MANAGEMENT PROPOSAL AND SCOPE OF SERVICES

Programming Plan

Zeiterion Theatre, Inc. ("The Z") as Theater and Facility Manager will pursue initiatives that attract distinctive events by further cultivation of our industry connections as well as our deeply-rooted partnerships with organizations and businesses throughout New Bedford and the region.

Favored users of the theater, including The Zeiterion Theatre, Inc. as listed on page 11 will be engaged and encouraged to use the facility as has been customary. The Z will also partner with favored users and others to offer new programming options.

The Z as a non-profit organization doing business since 1982 has an experienced and professional programming team for mainstage, education, stage door and community performances and events. Through established relationships with leading industry talent agents, managers, producers and promoters, as well as local cross-cultural organizational partnerships, the Zeiterion will offer a diversity of performances and events.

Through its programming, The Z will continue to:

- Provide New Bedford and the region with performing arts programming of excellence that inspires, educates, engages and entertains
- Present a broad range of the highest caliber national and international performing artists and programs that speak to the diversity of cultures and interests in the region. With a goal of becoming a major cultural force in the region and at the same time serving the community, Manager annually shall present a minimum of 35 world class performances including jazz, world music, dance, musicals, theatre, comedy, blues, pop music, and family programs.
- Encourage and enrich young people and the community's participation, experience and understanding of the world, the arts and creativity. Manager annually shall offer more than 35 quality curriculum based performances to 25,000 schoolchildren in grades pre-K-12 and serve schools throughout southeastern Massachusetts. Zeiterion's School-Time Performances shall be offered during the school day at below cost.
- Actively participate in the revitalization of downtown New Bedford

Marketing Plan

The Z will continue to use both proven and innovative practices to market the Theater to a wide range of potential audiences throughout New England.

The Z has an experienced, professional and innovative marketing team that uses a traditional marketing mix of print, radio, television, e-blasts and social media as well as non-traditional sources including: internet blogs, ambassadors, street teamers and event-based promotions. We engage interns from the local colleges and universities who help in many facets of marketing including writing press releases, blogs and stories from their perspective and submitting to the local newspapers and social media.

Currently, The Z:

- has 30,000 patrons on our e-mail distribution list
- has 5,000 followers on Facebook
- distributes 70,000 full-color season brochures via direct mail and street teams
- employs Eight street teamers who distribute flyers, posters and brochures to businesses and organizations in a 60-mile radius of The Z
- is an active member of the Southeastern Massachusetts Visitor's Bureau, the New Bedford Economic Development Council, the New Bedford Area Chamber of Commerce and the New Bedford Seaport Cultural District, with whom, along with other strong organizational partners, we share marketing resources.

We contract with a professional graphic designer and printer for our marketing collateral materials such as brochures, e-blasts, programs, posters, etc.

The Z's marketing resources are offered to favored users and other presenters. The Z will leverage its marketing resources to attract prospective renters, presenters and promoters. We will actively promote the theatre's availability for rent through professional outlets such as: the Association of Performing Arts Presenters, the Chamber of Commerce, Southeastern Massachusetts Visitor's Bureau, and the New Bedford Economic Development Council.

Operating Plan

The Z will be responsible for day-to-day operations of the Theater using an experienced professional staff and accepted best practices in performing arts venue management.

As an established non-profit organization with over 30-years' experience in presenting the performing arts as well as theatre and facility management, our approach is to act quickly, responsively, and decisively to facility management needs, programming needs, marketing support, and fiduciary responsibilities.

General and Administrative Management: The Z employs a professional administrative team that includes Co-Directors, Office Manager, Bookkeeper and accounting clerk who oversee and process all administrative needs. In addition, as a non-profit, The Z's governing Board of Trustees, have fiduciary responsibility over the organization. Administrative responsibilities and support include oversight of: human resources, website management, IT, compliance, contract management, insurance matters, dues, ASCAP/BMI, licenses, postage, supplies and office equipment acquisition and maintenance.

Box Office Operations: The Z employs a fully-staffed, professional box office that is open year-round. Currently, The Z uses Blackbaud's Patron's Edge ticketing system which integrates with The Z's website. Tickets for any event may be purchased by the public via The Z's website, by phone or in person at The Z's box office.

The professional service-oriented and knowledgeable box office team handles: all event inquiries, sales, ticketing, transactions and distribution of tickets (mail, in-person, will-call) for all users.

Technical staffing: The Z employs a highly-qualified and expert technical team that includes a Technical Director, lighting and sound designers and skilled stage hands (stage managers, runners, wardrobe, props, fly rail, load rail, hairdressers, hospitality, carpenters, follow spot, special effects, video tech, piano tuners, backline techs, and in some cases, musicians and conductors.)

Show Management: The Z employs a professional show management team that consists of a Front of House Manager who oversees all aspects of house seating, patron services, volunteer usher corps, concession staff, and security and fire detail for all events and performances as needed.

The Z's usher corps is comprised of over 60 trained volunteers who staff every event/performance at the Theatre including Z events, NBSO, NBFT and rentals.

Financial Management

The Z has financial procedures in place which include:

- Record and reconcile all deposits
- Create a daily spreadsheet on tickets sold through Box Office and Online website sales.
- Enter and reconcile in Quickbooks all ticket sales
- Enter and pay all bills
- Compliant with all local, state, federal and international tax filing
- Accounts Receivable and Accounts Payable
- Process and pay any licensing fees for City (liquor license)
- Record and reconcile all monies received from concession sales after event.
- Record and pay sales tax on concession sales

- Record and process payroll
- Process and record all pre-payments for Long Term Rentals (NBFT & NBSO) from their ticket sales.
- Preparation of financial statements for annual audit
- Processing and reconciling all artist payments
- Budgeting and forecasting
- Financial analysis and reporting
- Create and send Monthly Settlements for Long Term Rentals.
- Create and send final Invoice and Settlement to finalize term of Rental

Facility Management: The Z as facility manager will oversee all aspects of facility operations including:

- Custodial services of the Theater, Z offices, Penler Space, lobby, bathrooms, common areas, dressing rooms and stage area
- Maintenance of all technical and production elements including lighting, sound, soft goods, computers/servers, phones and ticketing system (excluding favored use office users.)

Currently, the Zeiterion Theatre, Inc. owns the following equipment and articles within the building:

- Lighting (including spotlights, dimmers, inventory, gel, gobos, etc.)
- Sound (including boards, microphones, cables, etc.)
- Drapery (including all stage curtains, scrims, etc.)
- Props (including chairs, tables, etc.)
- Refrigerators
- Concession Equipment
- 7' Steinway Piano
- Office Furniture
- Computers
- Telephones
- Networking Equipment
- Hospitality Equipment
- Event Equipment
- Miscellaneous

City will retain ownership of the following items, to be left on premises if and when Manager vacates the building:

- Stage Curtains including
 - Main Curtain

- 3 sets Black Legs
- 3 Black Borders
- 1 Full Stage Black
- Alcove Curtains House Left and Right
- Curtains in Merchandise Alcove in Lobby
- Curtains in Doorway to left of Merchandise Alcove
- Seating
 - All theater seats that are bolted down to the cement
- Bar Area
 - That portion of the bar structure that is bolted to the floor
- Lighting
 - Dimming system and permanently fixed/connected wiring and lighting
- Furnishings: only permanently fixed/connected furnishings will remain with the theater.
Examples are:
 - Countertop
 - Mirror Lights
 - Mirrors
 - Sinks
 - Toilets

The Z shall coordinate with the City of New Bedford to maintain and provide capital upgrades to the Theater building itself and the major systems and infrastructure housed therein included but not limited to heating, plumbing, fire protection, and elevator.

The City of New Bedford will continue to pay and provide utilities including Gas, Electric, Water, Sewage etc.

The Z as Facility Manager will continue to pay for phone, and internet access.

Food and Beverage Operations: The Z will operate and set pricing for all catering, concessions and hospitality within the facility. The Z will staff the concession/bar with qualified bartenders and a bar manager that are Tips or ServSafe alcohol certified. The Z will either staff or hire catering and hospitality professionals with ServSafe certification.

Key Personnel

Rosemary Gill

Co-Director

An eight-year veteran at The Z, Rosemary is responsible for mainstage, education, stage door and community programming (including negotiating competitive contracts,) audience development, marketing, fundraising (including grant-writing) and along with her Co-Director, Justin LaCroix, overall oversight and vision of the organization. She sits on the board of the Southeastern

Massachusetts Visitor's Bureau and the New Bedford Seaport Cultural District and is a member of the New Bedford Economic Development Council and the New Bedford Area Chamber of Commerce.

Justin T. LaCroix

Co-Director

A 13-year veteran at The Z, Justin has over 25 years' experience in theatre. He is responsible for all production, IT, rentals and facilities management, and along with his Co-Director, Rosemary Gill, overall oversight and vision of the organization. He sits on the board of the New Bedford Seaport Cultural District and is a member of the New Bedford Economic Development Council and the New Bedford Area Chamber of Commerce.

Dori Rubbico Legge

Patron and Business Partnerships Manager

A seven-year veteran at The Z, Dori is responsible for all Front of House duties including oversight of box office, concessions and the volunteer usher corps. In addition, Dori manages our business partnerships (sponsors and advertisers.)

Penny Pimentel

Marketing Manager

Now with The Z for over three years, Penny has over 20 years' experience in marketing with state and non-profit organizations. Penny is responsible for all marketing initiatives.

Greg Morton

Popular Programming and Radio Manager

A nine-year veteran at The Z, Greg has over 40 years' experience in the entertainment industry. Greg is responsible for all radio and television marketing as well as popular music programming.

Kimberly Carlone

Bookkeeper

Kimberly has worked with The Z for four years and has 25 years of bookkeeping experience.

Joseph Knight

Assistant Technical Director

A seven-year veteran at The Z, Joseph has over 10 years' experience in stagecraft. Joseph is responsible for all day of show production logistics.

Cassandra Hall

Box Office Manager

A six-year veteran of The Z, Cassie has over eight years of box office experience. Cassie manages a staff of two box office assistants.

Favored Use Plan

Favored use and rates will continue to be provided consistent with existing rental rates, for office space and/or theater to the organizations listed below.

Currently, The Z, NBSO and NBFT use the office spaces free of charge. Theatre and Penler Space favored user rates vary and can include subsidized rent, special labor rates, discounts for multi-day usage and priority booking into The Z event calendar. The Z as Facility Manager will strive to ensure that adjustments to these rates and access will not change more than is necessary other than to absorb any direct rising costs or obstacles that the facility management may experience during the management contract.

The following is a list of activities and number of days favored users currently utilize the Theatre and the Penler Space:

New Bedford Symphony Orchestra

6 classical concerts, 10 rehearsal days, 6-8 events in Penler Space

New Bedford Festival Theatre

7 performances of a musical, 12 tech and rehearsal days, 1 audition day, 5 events in Penler Space

New Bedford Folk Festival

2 days of performances, 1 day load-in

Connecting For Change Conference (Marion Institute)

4 Conference Days, 1 day of load-in, 4 days in Penler Space

New Bedford Idol

1 performance, 2 rehearsal days

New Bedford Public Schools

1-3 performances

UMD/CVPA

Occasional use

NB Whaling National Historical Park

Occasional use

City of New Bedford

Occasional use: Inaugural address, other civic events

Zeiterion Theatre, Inc.

80-120 performances, events and activities

Financial Plan and Budget

Theatre operations and management have historically operated at a loss. These losses are the responsibility of The Z as an independent entity. The goal of The Z's board and management team is to reduce these operating losses. The Z has raised funds from its members, individual donors, foundations and corporate sponsors to offset these losses. As Manager, the Z commits to the following:

- To continue to bear the operating losses of the Theatre operations and to continue to invest in capital requirements of the Theatre within its capacity.
- To continue to offset annual operating losses after theater rental fees, food and beverage sales, corporate sponsorships, merchandise sales, facility fees and box office fee with a robust fundraising strategy that includes contributions from individuals, foundations and corporate sponsors.
- To continue to consider and explore additional opportunities for earned income such as paid parking arrangements with private lot owners, expanded concessions, additional facility rentals, additional facility user fees, etc.
- To remain open to future revenue sharing with the City if the Z is able to generate significant increases in operating revenue (separate from philanthropic and sponsorship revenue).
- To continue to improve both our development and marketing capabilities with the addition of (1) a full time development director and (based on successful improved fundraising) (2) a full time marketing director to improve attendance.
- To continue to implement strategies to expand the Z's fundraising base and membership. Theatre attendance is always a top priority and we balance our commitment to serve the city's varied communities with a strong focus on bringing shows that fill the theatre and are profitable.

Office Space Use Plan

The Z as Facility Manager will manage all office spaces within the building. The Z offices are currently housed on the third floor which we share with New Bedford Festival Theatre and New Bedford Symphony Orchestra. The second floor spaces are currently used for storage for all three of these organizations. No changes are proposed.

Innovative Concepts

The Z will actively pursue innovative ways to utilize the building to generate new revenue and additionally enhance the vibrancy of the entire block. Concept examples include:

Increasing the Penler Space usage to include but not limited to the following possibilities:

Retail space for theater-related merchandise; café, art gallery, birthday party room or other private parties; receptions; a speaker series;

Utilizing the theater and stage for events such as: weddings; conferences; private parties
Seek opportunities to bring events outside the building to include: street parties, tent events and garage rooftop events.