

### **Theater Rental Process**

Facility reservations are first-come, first-served and may be made up to a year in advance. Potential Renter should complete the Facility Rental Application to begin the process. The Facility will review the Rental Request and notify Renter of availability and ability to accommodate the request. Upon approval, the Renter is required to sign the Facility Reservation Agreement and pay all applicable reservation deposits (converts to a damage and cleanup deposit).

Reservations are held up to 14 calendar days from the date the rental application is submitted and are not considered confirmed until payment of the deposit and the signed reservation agreement are on file. If a signed contract and deposit are not on file by the 14<sup>th</sup> day, the date hold will be removed.

### **Reservation Holds**

Reservation date holds are held up to 14 calendar days from the date the rental application is submitted and are not considered confirmed until payment of the deposit and the signed reservation agreement are on file. If another party is interested in a tentative date, the current holder will have until the 14 day hold is expired or 3 full business days from contact to submit the deposit and signed agreement (the earlier of the two dates will prevail); otherwise, the tentative hold will be released on the fourth business day.

### **Billing and Payment**

Full payment for rental fees is due 30 days prior to the event. Rental fees for events booked less than 30 days prior to the event date are due with the deposit and reservation agreement. Payments may be made with cash, check, money order, or check payable to PARD/DAC. Cash must be made in person. There is a \$35 cash fee on all returned checks.

### **Deposits/Date Confirmation**

Upon approval of the Facility Rental Application and selected event, the reservation deposit must be paid and the Facility Reservation Agreement signed. The reservation deposit converts to a damage and cleanup deposit.

### **Cancellations**

Cancellation 30 days or more prior to rental date will be refunded 100% of all paid rental, staff and utilities and deposit fees. Cancellation less than 30 days prior to the event date will be assessed the full rental fee and only deposit and staff and utilities fees will be refunded after applying to any rental fees. All cancellations must be in writing.

## **Deposit Refunds**

Deposits will be returned upon final inspection of the spaces used. If areas used are restored to original condition, clean and without damage, and the Renter does not use the facility beyond the hours agreed to in the reservation agreement, the deposit will be returned in full. Deposits will be mailed from the City of Austin to the Renter who signed the reservation agreement within 30-45 days following the rental date.

## **New Reservations and Changes to Existing Reservations**

Requests for new reservations and rental time changes to existing reservations must be received two weeks before the event. With less than two weeks' notice, a reservation and/or change cannot be guaranteed.

## **What types of events can the DAC Theater be rented for?**

The Dougherty Arts Center (DAC) Theater is available for a variety of productions and events, including theatrical performances, dance recitals, lectures, small scale music concerts and film screenings. The DAC Theater is not available for life, family or personal events such as weddings, birthdays, quinceañeras, family reunions and social gatherings. Due to DAC programs and community events at a high demand, the theater may not be rented for ongoing recurring or repeat events during a calendar year.

City practices do not allow for external agencies to hold news/press/media conferences at City facilities. Inquire with the theater coordinator for more information.

Please note that exclusive access to the DAC's additional creative space rooms, gallery spaces and kitchenette are not part of the rental. Rental activities may not interfere with the normal public operation of the facility and are subject to the policies and guidelines listed below, as well as those outlined in the DAC Reservation Agreement.

## **Rental Date & Hours**

Renter is only allowed into the theater during the hours that have been reserved for them. During the hours that are not being reserved, Renter must move put all seating back to its original placement and move all set pieces/personal property behind the black front traveling curtain.

## **Policy on Availability**

The DAC is dedicated to providing public events and programming throughout the year, therefore the theater may not be available for rent on requested dates. The Theater & Events Coordinator will work with organizations and individuals to find a suitable date.

The DAC is a public and multi-use facility; therefore no Renter shall have exclusive rights to the facility, including the gallery and kitchenette. However only the Renter, City staff and guests will have access to the rented space.

**Rental space becomes available after the annual scheduling of City sponsored events and partnerships.**

## **Holiday Rentals/Facility Closures**

All Parks and Recreation Department facilities will be closed and are unavailable for rental on the following holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Thanksgiving Friday
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

## **Rental Fees**

All fees are assessed in accordance with the current City of Austin Parks and Recreation Department (PAR) Fee Schedule.

## **Collaborations**

PAR facilities determine programming priorities based on public input. PAR programs also take into consideration its mission, values and audience. Once the PAR facility has determined how it will meet community needs through programming, it may meet with a community group or individual who may suggest a program component that is relevant to the programming priorities.

Collaboration applications are available upon request.

## **Co-Sponsorships**

Community events may be eligible for co-sponsorships if they are consistent with City of Austin and PAR's mission, provide a valuable public benefit beyond the intrinsic value of the program, and are open to the public.

Co-sponsorship events require a customized agreement between PAR and the community group which varies according to the size of the event. The agreement will outline the "value for value" relationship between what the community group is going to provide and what PAR will provide for the event. Large-scaled events (over 1000 attendees expected) are handled by PAR's Special Events Office and must meet the requirements of the Special Events Ordinance.

Co-sponsorships applications are initiated by the Division Manager and reviewed and approved by the Division Director and Assistant City Manager.

## **Fee Waivers**

Citizens may directly request fee waivers from City Council. The City Council may elect to waive all or a portion of the rental fees.

## **Responsible Party/Minors**

The company/organization or person booking the facility is considered the event organizer and responsible person financially and contractually for the event. Violation or disregard for facility rules and policies may result in the following: ineligibility to make future reservations, removal, fine, arrest, legal action, cancellation of reservation and/or forfeiture of all fees and deposits. The responsible party/contract holder must be on site at all times during a rental.

Minors under the age of 18 must remain under the direct supervision of adults or a person age 18 and over at all times. Minors may not be left unsupervised in the facility while parents or guardians attend meetings/events.

## **Subleasing**

At no time shall a user sublease or assign its reservation to another individual, group or organization. Facility renters are not allowed to change rooms with other facility users or renters.

## **Are there any spaces available at no-charge?**

The DAC has two smaller rooms that are designed as no cost creative spaces that meet the informational, educational and professional needs of arts organizations. Rooms are offered free on a first come, first serve basis with reservations accepted up to 40 days in advance. In order to provide equitable opportunity for space, organizations are limited to a maximum of four reservations of four hours each per month. A maximum number of reservations per organization cannot exceed 25 in a calendar year.

## **Insurance Requirements**

Insurance naming the City of Austin as additional insured is required for all public\* events, rental/use of the commercial kitchen and those that involve running, biking or walking, athletic competitions, events where alcohol is consumed and when third party vendors will conduct work on site or when required by the facility.

Additional insurance may be required of permit requestors (liquor, moonwalks/rock walls/other approval amenities) or as required by the Facility Reservation Agreement. All rentals requiring insurance are due on file 10 business days in advance of rental. \*Public events in the classrooms and conference rooms do not require a certificate of insurance.

## **Permits**

Some rental activities require a permit to operate, including but not limited to such things as serving and selling alcohol, health catering and food concessions for public events, and amplified sound. Obtaining the permits is the sole responsibility of the Renter and is at the Renter's expense. All rentals requiring permits are due on file 10 business days in advance of rental. Please allow ample time to apply for and receive permits prior to the event date.

## **Food and Beverage Samples and Concessions**

The sale and/or distribution of food must be in compliance with all applicable health codes and obtain all necessary permits. Organizer must submit a list of all food and beverage vendors and a copy of all Health & Human Services Department issued permits for the event. The DAC does not have a commercial kitchen and prohibits renters from preparing food on site. All concessions sold or served to the public in the gallery must be prepackaged or prepared in a commercial.

## **Sale and Service of Alcohol**

Renters planning to sell or serve alcohol to the public at the DAC will need to request so in writing to the theater coordinator and will be required to obtain general and liquor liability insurance, TABC permit for the sale of alcohol and a temporary food permit. Public events that will sell or serve alcohol also require 1 licensed security officer. All TABC laws must be followed while on site and no person under the age of 21 can be served alcohol under any circumstance. The alcohol sales and consumption policy and procedures are located on the PARD Special Events website.

## **Smoking**

The Dougherty Arts Center (DAC) is a tobacco-free facility of the Austin Parks and Recreation Department (PAR) based on the Director's approved tobacco-free policy restricting tobacco use at any time on DAC property, including personal vehicles parked in DAC parking lots. All facility renters are required to enforce the tobacco-free campus policy to program participants and event and meeting attendees during all terms of the contract. Per the tobacco-free policy, tobacco use is defined as use of cigarettes, cigars, chewing tobacco, snuff, pipes, snus, electronic cigarette and any non-FDA approved nicotine delivery device.

## **Animals**

With the exception of guide animals, animals are prohibited inside the facility. Leashed animals are permitted outside.

## **Equipment**

City equipment is made available as is and Renter shall bear the risks in using the equipment provided. Damage to any City of Austin equipment shall be paid in full by the Renter. Sound and lighting equipment must be returned to its original state upon exiting the facility at the end of the reservation. Renters must ask for assistance with moving monitors, light/sound boards or the piano. Drapery can be adjusted but must be put back to the original placement upon exiting the facility at the end of the reservation.

All equipment is available in limited quantities and any additional items beyond what the facility can provide may be rented from an outside rental company at the Renter's expense.

## **Storage**

The facility will not accept any freight, packages or other delivered items on behalf of the Renter. Renter may not store personal property on site before their scheduled load in day. During the rental, Renters may store personal property in the sound booth, dressing rooms or the storage closet located back stage. Items stored on stage must be behind curtain during non-reservation times.

Renters must receive permission to leave any personal belongings after a reservation is over. Personal property left on site for more than 3 days after the end of a reservation without an approval will be discarded.

## **Theater Alterations**

Renters are prohibited from make the following alterations to the theater:

- Hanging anything from the gas and wiper pipelines location on stage.
- Using tape, nails and/or staples to hang scenery to the walls
- Dismantling the risers
- Painting any City property
- Using nails or screws on the stage floor or walls.

## **Production Staff/Crew**

It is the Renter's responsibility to provide their own production staff and crew. The City does not provide technical or production personnel. All technical personnel must be experienced in their field of expertise. Renter is required to attend at least one technical walkthrough/tour with staff no later than 2 weeks prior to load in.

## **Parking**

The parking lot can accommodate 81 vehicles (including ADA) and spots are available on a first come, first-serve basis. The DAC cannot guarantee parking availability. For events with a projected attendance exceeding available spaces, the Renter is responsible for educating attendees on alternative parking resources and encouraging alternative forms of transportation. For more information or assistance with this marketing, renters can contact the Theater & Events Coordinator.

## **Accessibility**

The City of Austin is proud to comply with the Americans with Disability Act. While we make every effort to ensure accessibility of our facilities, should you require additional assistance for facility usage, reasonable accommodations will be made for qualified persons with disabilities.

The DAC is responsible for the permanent building access requirements such as, but not limited to: wheelchair ramps, restroom standards, and hallways and doors. The Renter is responsible for non-permanent accessibility requirements related to the rental event, such as, but not limited to: seating accessibility, assistive listening devices, sign language interpreters, signage and other auxiliary aids. A wheelchair ramp for the stage is available upon advance request.

## **Minors**

Minors under the age of 18 must remain under the direct supervision of adults or a person age 18 and over at all times. Minors may not be left unsupervised in the facility while parents or guardians attend meetings/events.

## **Gallery**

The Gallery adjacent to the theater entrance is open to the public. Renters are allowed to have up to 2 tables in the gallery to be used for ticket sales, concessions, etc. The gallery is for the renter's use, but renters do not have exclusive access to the space. The City will provide the renter with floor plan options for vendor tables. The Renter is also allowed to make use of the kitchenette as well. The following are policies regarding a renter's use of the gallery/kitchenette spaces:

- Renters are prohibited from touching or moving artwork hanging in the gallery and all tables/chairs must be approximately 4 feet from the wall. In addition, all ADA and fire code laws must be observed by both renters and their participants.
- Hanging or attaching anything to the gallery walls is prohibited.
- For larger productions, the City may require the renter to provide additional gallery monitors to assist their audience before, during and after the production.
- The kitchenette is not a full scale, commercial kitchen. Renters are only allowed to serve/sell cold or prepackaged foods and drinks at the DAC.

## **Green Room & Dressing Rooms**

Dressing rooms are provided to the renter as part of the rental package and includes the exclusive use of room 3W as a "Green Room" during the performance. The Green Room is not available for rent until the day of the performance and personal property should not be left unattended. The following are policies regarding use of both the dressing rooms and 3W (The Green Room):

- Renters must keep all spaces clean, and remove all trash at the end of each night. Trash bags can be collected disposed of in the dumpsters directly outside the facility's back entrance.
- Minors are prohibited from using the Green Room for a dressing room, and must be supervised by an adult 18 or older at all times.
- Renters are welcome to eat and/or drink in both dressing rooms and the Green room.
- The maximum capacity for each dressing room is 8 youth or 6 adults at any given time. No exceptions

## **Recycling**

The City of Austin highly encourages recycling in our community, especially in all city facilities. Recycling bins are conveniently located throughout the facility. Recyclable materials include paper, cardboard, plastic bottles, aluminum, metals and glass. Please do not place cans, bottles, and clean cardboard in the trash containers. Contaminated material such as paper plates with food, pizza boxes, etc. should be placed in the trash.

At the end of event, renter should place all recycling including flattened boxes in the green exterior recycling dumpster. Renters are requested to please encourage their guests to use the recycling containers provided.

## **Disposal of Garbage and Recycling**

The DAC provides one 4-yard dumpster and one 4-yard recycling container onsite. Renter is also responsible for the expense for excess amounts of trash left when additional trash pickups are required. Renter is prohibited from leaving large set pieces, or lumber near or in dumpster. Trash that cannot fit into dumpster must be taken off site.

## **Event Staff**

The Parks & Recreation Department requires staff to be on site at all times to monitor, inspect and secure the facility. During events, DAC staff will be available to open and close the facility, work closely with the primary event contact to answer questions and provide assistance. They are not available to volunteer at or staff events, serve as in room A/V technicians for events, assist renter setup, cleanup and takedown and/or supervise minors.

## **Personal Conduct**

At all times the Renter and all associated with the rental organizations are required to conduct themselves in a way that respects everyone's personal space and dignity, and is mindful of the numerous other members of the public using the DAC. The following types of behavior will not be tolerated:

- Verbal/Physical aggression toward anyone, including employees.
- Behavior or productions that promote or glorify hatred, violence, racial, sexual or religious intolerance.
- Blatant non-compliance of directives given by any COA employee in the interest of public safety.

## **Exiting the Facility**

Renter will restore the stage, dressing rooms, restrooms and all other areas of the facility (including the hillside) to the same condition that it was found. This can include (but is not limited to):

- Sweep Stage/Dressing Rooms/Green Room/kitchenette
- Wipe down all countertops and tables
- Remove all personal property from facility
- Pick up all debris/trash from house floor, inspect seating area for any spills and report them.
- Restore drapery to original location.
- Restore lighting console and sound mixer to their original set up.
- Check that all appropriate cabling is reconnected.
- Collect and remove trash from all spaces used and collect into large can in kitchenette.
- Return all audience seating to original location, take down and return all prop tables.
- Return any and all rental equipment to COA staff.
- Remove all food items from fridge and kitchen counters
- Lock sound booth, dressing rooms and light storage room, return keys



**By signing this document you are acknowledging that you, the Renter or Renter Representative had read and understand each of these policies, and that failure to comply with these policies can result in the termination of your reservation agreement.**

**Print Name**

**Title**

**Signature**