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ADDENDUM A TO FACILITY/PARK EVENT AGREEMENT

LATINO ARTIST ACCESS PROGRAM AGREEMENT

This agreement relating to PARD's Latino Artist Access Program (LAAP) is made this day of *(Insert Date)* between the City of Austin's Parks and Recreation Department and *(Insert Organization Name)*.

RECITALS

The purpose of the Latino Artist Access Program is to provide Latinx artists from all artistic disciplines access to space, access to community, and provide the community with access to Latinx arts. Each LAAP cohort is selected for a two-year term. Space can be used for rehearsals, performances, workshops, or to create small-scale works of art at the Emma S. Barrientos Mexican American Cultural Center.

ARTICLE 1

DEFINITIONS

The following definitions are applicable to this addendum and all other addendums that follow.

- 1.01 "Approved Purpose" means the preparation and production of an art work for public presentation at a designated PARD facility and the offering of an arts education opportunity for the benefit of the public.
- 1.02 "Artists Roster" means a directory of artists associated with the Partner's team members.
- 1.03 "Collaboration" means the direct participation of the Partner's principal(s) in at least two aspects of the production of an artwork for public presentation such as writing, acting, dramaturgy, scenic design, choreography, musical arrangements, etc. of the proposed production, with roles defined in the LAAP application.
- 1.04 "House" means the areas that the audience occupies on the site during a performance.
- 1.05 "Load-out" means the scheduled time-period in which materials and equipment are removed from the site.
- 1.06 "PARD" means City of Austin Parks and Recreation Department.
- 1.07 "Partner" means an individual or organization participating in the Latino Artist Access Program of the Austin Parks and Recreation Department.
- 1.08 "Premises" means all structures and parkland associated with the City of Austin PARD facility.
- 1.09 "Presenting" means the contractual relationship of the Partner and a third-party artist or arts organization unassociated with the Latino Artist Access Program in which the



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Partner engages the third party to present an art work for performance or presentation in their stead

- 1.10 “Principal(s)” are the main artists that operate and participate in the arts organization as listed on their website, their grant applications or their 501c3 paperwork.
- 1.11 “Room” means any space on the Premises used for rehearsals, classes, and performances.
- 1.12 “Technical Request Form” is a document provided by PARD that describes the Partner’s technical requirements above and beyond the equipment and materials that come with the designated space for their performance and schedule for a given production. (Attachment A).
- 1.13 “Trip Hazards” means an item on the floor or in the vicinity of the floor that may cause a person to trip. This might include pipes, wires, garbage, props, costumes, etc.
- 1.14 “Donor” and “Sponsor” means a person or organization who is solicited by the Partner to provide funds or in-kind donations for the art product or the Partner’s operations.

ARTICLE 2

TERM

- 2.01 This agreement between (*Insert Organization Name*) and the City of Austin (City) will be effective (*Insert Date*). This agreement between (*Insert Organization Name*) and the City of Austin will expire after on (*Insert Date*). Extensions or renewals are not available without participating in a subsequent selection process for the Latino Artist Access Program.

ARTICLE 3

APPROVED PURPOSE

Partner’s Roles and Responsibilities:

- 3.01 Partner will provide an art product, rehearsed or prepared to a professional quality consistent with the Partner’s artistic history and submitted proposal for the LAAP program. The art product shall be produced in a timely manner at the established place, date and time for public presentation, as confirmed by a PARD signed document (Attachment B—Room Reservation Request Form). Partners may change the genre of the artwork presented upon approval by the Site Manager on condition that scope and space requested remain the same as originally approved request.
- 3.02 Partner will pay all related costs for the preparation of art work and production support including labor, administrative services, materials, rights, permits and any associated taxes with the exception of facility operations and maintenance costs.



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- 3.03 Partner may provide an arts education proposal for public consumption of a commensurate value with the cost of using the Premises. The arts education proposal must be approved by the Site Manager as proposed in Attachment C (Workshop/Class Proposal Form). Partner will be responsible for all materials, supplies, and labor needed for all produced events and educational programs and additional technical equipment that is not part of the Room's inventory. Partners will adhere to the Local Standards of Care (including staff to youth ratios) as mandated by the City Council of the City of Austin (see Attachment G) when providing educational programs to children.
- 3.04 Failure by the Partner to meet production or education program deadlines or cancellations beyond the allowable thresholds named in Addendum C may result in termination of this agreement.
- 3.05 Partner will provide to PARD the title of the art production or working title, and a short paragraph describing the work and any adult-related subject matter no later than six weeks prior to the presentation.
- 3.06 Partner's participation in the LAAP allows requests for space assignment, which when granted provide the use of specifically designated sites and rooms. This privilege of assigned space use is not transferable to other PARD properties or any other City of Austin property or facility.
- 3.07 Space assignment and usage is only allowed for the Partner and Partner's principal artists as named on the LAAP application and artists' roster submitted with the Room Reservation Request forms (Attachment B Room Reservation Request Form). The Partner is to be the point of contact for any/all items related to that group's requests. Privileges related to the LAAP are not transferrable to other organizations or artists. Partners may not use their space assignment to present other artists or arts organizations. Production and cast lists shall be submitted to PARD staff no later than 1 week prior to the initial date of rehearsal or art production, whichever comes first.
- 3.08 Partners may use the LAAP for collaboration, as defined in 1.03, with other artists or arts organizations as long as the Partner's principal artists and team members contribute to at least two aspects of the production. Collaborators must be accompanied by Partners if using City property under the Latino Artist Access Program
- 3.09 Partner must take into account the Premise's audience and context when considering how adult content will be presented. Adult content should be presented with all due sensitivity to parents who may not wish to expose their children to this content. Adult content should be presented in the context of legitimate art practices as evidenced by similar practices in other professional theaters or galleries in the area of Austin, Texas. Partner will submit description of adult content 2 months prior to any art production for PARD approval. PARD reserves the right to cancel any performance without remuneration if PARD determines that the adult content does not meet the above requirements.



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- 3.10 Partner agrees to provide signage at the entrance to the designated Room and marketing materials providing accurate warnings of adult content, use of strobes, or stage firearms for every instance that applies. Partner agrees to provide signage and language for marketing materials 2 months prior to any art production.
- 3.11 Partner agrees to abide by all Facility Rules and to follow Scheduling and Technical Guidelines (See Addendum A and Addendum B). Partner agrees to discuss any short-term amendments to the Scheduling and Technical Guidelines to meet the needs of the artists. Site Managers have the right to make changes to the Guidelines in writing on an ad hoc basis.
- 3.12 The PARD site will provide designated room(s) as agreed to in Attachment B Room Reservation Request Form, with listed equipment and furniture, Attachment D Room and Equipment Inventory for the purposes of preparing and presenting an art work for public benefit at a reduced rental rate at the agreed upon dates and times.

PARD's Roles and Responsibilities

- 3.13 PARD agrees to maintain the facility space on a daily basis.
- 3.14 PARD will respond to scheduling requests according to Addendum C.
- 3.15 PARD will respond to requests for approval within 3 business days.
- 3.16 PARD will provide support staff to open and close reserved spaces and provide emergency support (see Addendum ____).
- 3.17 PARD will work to ensure that scheduled spaces are available. In the event of a conflict, Partner should inform PARD as soon as possible. Site Manager has the discretion to cure the conflict

ARTICLE 4

PAYMENTS

Partner's Roles and Responsibilities:

- 4.01 Partner is responsible for the payment pursuant to the rental contract of a Damage Deposit commensurate with PARD's Deposit as published in the City's fee schedule pursuant to the rental contract.
- 4.02 Once the Deposit is received, and facility use requests have been approved, Partner may present a public presentation of work for a ticket fee to be determined by the Partner. A deposit for production may roll over to apply to the next production if the deposit has not



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been debited for damages sustained during the Partner's production or if the deposit is the same amount for the Room designated for subsequent performances.

- 4.03 Failure to meet the guidelines of facility use as designated in the rental contract and this contract addendum will result in forfeiture of deposit.
- 4.04 If a deposit is forfeited the Partner is responsible for paying the appropriate deposit again for an upcoming presentation.
- 4.05 Of that determined ticket fee Partner will pay the PARD site a rental fee of \$1 per ticket fee collected.
- 4.06 Private presentations to donors or sponsors are considered fundraisers and Partner will be responsible for paying the full rental fee.
- 4.07 Concessions may be sold during productions. Partners are not required to pay a portion of concession proceeds to PARD. Proper permitting from the Health Department must be secured and established guidelines must be followed. Required permits shall be submitted to PARD prior to the commencement of concessions being served.
- 4.08 Alcohol may be sold as part of a concessions service to the public for performances and special events only. Partner will submit to PARD the Alcohol Request form (Attachment I Alcohol Request Form) if the Partner plans to sell or serve alcohol on PARD premises no later than 60 days prior to the date when the alcohol will be served. Partner will also have to submit all required documentation in an application to the Austin Center for Events (ACE). Alcohol may be sold only during performance dates. Proof of Liquor Liability insurance and proof of a sales tax certificate is required for approval of the Alcohol Request.
- 4.09 Partner must pay PARD invoices within 30 calendar days of receipt of invoice. If payment is not made within the 30 days after receipt of the invoice, this agreement will be terminated.
- 4.10 Cancellation of production dates that result in a cumulative loss of revenue to the City of \$2400 or more (for the potential rental of the space for the reserved time at the current rate in Attachment L COA fee schedule) will result in termination of this agreement.

PARD's Roles and Responsibilities:

- 4.10 PARD will invoice the Partner for the rental fee within 10 working days of the Partners load-out date.
- 4.11 Any additional damages to the facility or equipment will be addressed with the Partner by PARD staff in writing within 10 working days of the end of the load-out period.



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- 4.12 PARD's final invoice will include payment for any damages or losses incurred by Partner.
- 4.13 Free presentations provided to the public, with previous approval by PARD staff, will be considered a collaboration with PARD. Collaborations must be approved by the Site Manager and the Division Manager. Collaborations are exempt from the \$1 per ticket sold fee but will be required to meet marketing guidelines for collaborations which require that the PARD site be named as a collaborator.
- 4.14 PARD will process alcohol request forms received no later than 60 days prior to the presentation and notify the Partner in writing no later than one (1) week prior to the presentation if the request was approved.

ARTICLE 5

PROGRAM PROTOCOLS

- 5.01 Any damages to the facility, equipment, etc. must be communicated by the Partner to the site manager or program coordinator within 24 hours of when the damage occurred.
- 5.02 Any contact with emergency service departments (Police, Fire Department, EMS, Animal Control, etc.) must be communicated by the Partner to the event staff, site manager or program coordinator within 24 hours.
- 5.03 Incidents or injuries must be documented by completing an Incident Report Form (Attachment K) within 24 hours of the incident. Incidents must be communicated to the site manager or program coordinator within 24 hours of the incident.
- 5.04 Use of the PARD facility is to be done in a clean and orderly fashion, without damage to adjacent spaces or art work.
- 5.05 Each Partner will be responsible for participating in an evaluation process on a biannual basis to evaluate the Partner's performance in the program as well as provide feedback to PARD staff regarding the program. A final evaluation will be due at the completion of the partnership.
- 5.06 Partners are required to attend all meetings including orientation held by PARD staff to which they are invited to discuss program protocols. In the case where the Partner's principal is not available, a separate one-on-one meeting may be set with PARD's Site Coordinator to discuss the meeting content.
- 5.07 Partners are required to adopt professional conduct in all their communications with PARD staff, other artists, and the public. Professional conduct is considered calm, respectful speech and conduct at all times. Direct and polite communications of concerns



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or issues to the personnel involved is also considered professional conduct. Inappropriate behavior will result in immediate termination from the Latino Artist Access Program.

ARTICLE 6

INSURANCE

General Requirements

- 6.01 The Contractor shall at a minimum carry insurance in the types and amounts indicated Attachment H, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- 6.02 The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Attachment H, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- 6.03 The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- 6.04 The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project
- 6.05 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- 6.06 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- 6.07 If insurance policies are not written for amounts specified in attached requirements the Contractor shall carry Umbrella or Excess Liability Insurance for any differences



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in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

- 6.08 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- 6.09 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- 6.10 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- 6.11 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- 6.12 The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- 6.13 The insurance coverages specified in attached requirements are required minimums and are not intended to limit the responsibility or liability of the Contractor.

ARTICLE 7

TERMINATION

- 7.01 Notice of any claims of material breach, including the non-compliance of a Partner to meet and fulfill the deliverables and requirements as have been outlined in this Agreement and the intent to terminate this Agreement because of that breach shall be given in writing to the Partner, identifying the breach claimed with particularity, and stating the time permitted to cure, such time to be commercially and legally reasonable. The notice of a claim of breach is sufficient to constitute termination of this Agreement in the event that the breach is not cured within the time permitted. Without waiving any



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legal rights, PARD and the Partner agree to voluntary non-binding mediation of any disputes.

- 7.02 Either party may terminate this Agreement for convenience by providing at least 60 calendar days' written notice to the other party.
- 7.03 The City may suspend this Agreement immediately in the event of a health or safety issue on the Premises and such suspension shall be in effect until the health and safety issue is resolved to the satisfaction of the City. City shall provide the Partner with written notice of any suspension. The Partner must comply with any suspension notice.
- 7.04 Partner shall conduct all activities allowed under this agreement in or about the PARD Facility so as to not endanger any person lawfully therein. Partner shall indemnify and hold harmless the City, its officials, officers, employees and agents from and against any and all costs, expenses, damages, claims or liabilities, including but not limited to reasonable attorneys' fees, from or in connection with, any negligent act or omission of the Partner, its officers, employees or agents in the performance of this agreement.
- 7.05 No recourse shall be had against any elected official officer, employee or agent of the City for any claim based upon this Agreement.
- 7.06 The City shall have the right to terminate this Agreement upon notice to the Partner due to the Partner's action or inaction that may result in compromising public health, safety, and welfare and for which there is not cure. Immediate termination without cure will be enacted for illegal use of drugs and alcohol on the premises, malicious acts damaging the facility, equipment or staff, inappropriate behavior with children or adults, unpaid invoices, and removal of equipment, furniture or other materials belonging to the City of Austin from the premises.
- 7.07 The Partner has the right to appeal a termination through a written request to the Parks and Recreation Department Director. The Director will assemble a non-biased jury to hear the arguments of both sides of the dispute. The Director will make the final determination which may include voluntary non-binding mediation.

ARTICLE 8

INDEMNITY

PARTNER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (INDEMNIFIED PARTIES), AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS (CLAIMS), TO THE EXTENT ARISING, DIRECTLY OR INDIRECTLY, OUT OF (A) A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW BY PARTNER, ITS OFFICERS, AGENTS, EMPLOYEES,



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PARTNERS, SUB[PARTNER]S, SUCCESSORS OR ASSIGNS, (PARTNER PARTIES), (B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE PARTNER PARTIES IN THIS AGREEMENT OR IN PARTNER'S PROPOSAL, (C) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE PARTNER PARTIES IN CONNECTION WITH THIS AGREEMENT. CLAIMS TO BE INDEMNIFIED UNDER THIS ARTICLE INCLUDE CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES WAGES OR INCOME, DAMAGE DESTRUCTION OR LOSS OF USE OF PROPERTY, AND WORKERS' COMPENSATION CLAIMS. PARTNER'S OBLIGATIONS UNDER THIS ARTICLE ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.

City shall give Partner written notice of a Claim asserted against an Indemnified Party. Partner shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving Partner of any obligations in this agreement. In no event may Partner admit liability on the part of an Indemnified Party without the written consent of City Attorney.

Maintenance of the insurance required under this Agreement shall not limit Partner's obligations under the Rental Contract Insurance Requirements. Partner shall require all sub-partners to indemnify City as provided in this Article.

EXECUTED by the authorized representatives of the Parties on the dates indicated below.

PARTNER:

Name (Printed)

Title/Organization

Signature

Date

CITY OF AUSTIN

A home-rule municipality:

Director, Parks and Recreation Department

Date



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Attachments:

Addendum B Facility Rules

Addendum C Procedures

Attachment A Technical Request Form (Sample included)

Attachment B Room Reservation Request Form

Attachment C Workshop/Class Proposal Form

Attachment D Room and Equipment Inventory

Attachment E Ordinances

Attachment F Abandoned Property Policy and Lost and Found Procedures

Attachment G Local Standards of Care

Attachment H Insurance Requirements for Park Events

Attachment I Alcohol Request Form

Attachment J Inventory Checkout Form (Sample included)

Attachment K Incident Report Form

Attachment L Room Fee Schedule



ADDENDUM B TO FACILITY/PARK EVENT AGREEMENT

LATINO ARTIST ACCESS PROGRAM AGREEMENT

Facility Rules

- 1.01 Partners may utilize spaces assigned by City staff within the Premises for the “Approved Purpose,” the preparation or presentation of art work, as specified in Attachment B **Room Reservation Request Form**.
- 1.02 As per the rental agreement, Partners must abide by all City of Austin ordinances and policies while using the City premises including (Attachment E):
 - a. Amplified music only in accordance with the City’s rules and regulations regarding volume levels.
 - b. No smoking on City property. Simulated smoking using specialty stage cigarettes is not considered smoking.
 - c. No alcoholic beverages on the premises, unless permission is requested and granted by PARD in writing and in accordance with Addendum A §4.08 of this agreement.
 - d. Written permission required from PARD to operate a concession on the premises.
 - e. Fireworks are not permitted.
 - f. A Grass Permit from PARD’s Special Events Office must be obtained when parkland will be used for:
 - i. Loading and unloading equipment;
 - ii. Additional exhibition space; or
 - iii. A concession.
 - g. Loading and unloading will be permitted in designated areas only.
- 1.03 Upon entering the Premises at any time, a Partner must first sign-in at the main office or reception desk.
- 1.04 If a room reservation has been made, the Partner shall pick up an assigned radio (if available) for communication with PARD staff at the main office. The Partner must return the assigned radio to the office before leaving the Premises.
- 1.05 After use of a room on the Premises, a Partner must leave the room in the same condition that it was found before the Partner’s use. If Partner ends the use of the room prior to the scheduled end time, Partner will notify staff of their departure at that time.
- 1.06 A Partner must remove all the Partner’s production equipment, cables, furniture, carpentry, props, costumes, paint and educational supplies, etc., from the Premises no later than 10:00 p.m. on the scheduled load-out day.



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- 1.07 ADA Access to the stage or audience area shall not be obstructed or compromised in any way.
- 1.08 Alcohol and drugs are strictly prohibited from the property, except according to Addendum A §4.08 of this agreement. Theatrical props to simulate alcohol or drugs are not considered alcohol and drugs. Failure to observe will result in immediate removal from the Latino Artist Access Program.
- 1.09 Rooms cannot be used for any purpose other than those provided on the Room Reservation Form.
- 1.10 Equipment or materials belonging to PARD must never be removed from the Premises. Failure to observe will result in immediate removal from the Latino Artist Access Program.
- 1.11 Malicious acts, damaging the facility, the equipment, or any member of staff will result in immediate removal from the Latino Artist Access Program.
- 1.12 If there is an issue related to safety and security, both parties agree to make decisions that ensure the safety and security of all participants. In the event the parties cannot reach agreement, the final decision is at the sole discretion of PARD. If the Partner recognizes an issue that impacts the safety or security of the facility or persons within the facility, the partner must notify the site manager immediately.
- 1.13 The LAAP agreement does not entitle Partners to any permanent or ongoing office space or storage space unless authorized by the Site Manager. Partners must make arrangements off-site for any such needs. Partners may establish an administrative desk within a designated Room only for the duration of the PARD approved activity in that Room.
- 1.14 Partner must provide a volunteer parking attendant for their events.
- 1.15 All photos obtained by the Partner from ESB-MACC staff must be credited as such. All images used for promotion through ESB-MACC must have the appropriate permissions to be used (*e.g.*, appropriate copyright release and use agreement).
- 1.16 LAAP artists must adhere to the City of Austin computer usage policy.

PARD Roles and Responsibilities:

- 1.17 PARD will provide a clean space with appropriate amenities for an audience to Partner according to the approved schedule (Attachment B Room Reservation Request Form) with the equipment and furniture listed in Attachment D for the purpose of providing public presentations, events or exhibits of the Partner's art work. If Partner finds that their



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assigned space is not adequately cleaned, Partner will bring this to the attention of the Site Manager or their designee as soon as possible to be remedied.

- 1.18 PARD will provide space to Partner for rehearsals, production meetings, auditions, readings, and preparations for Partner art work according to the approved schedule (Attachment B Room Reservation Request Form).
- 1.19 PARD staff will inspect and document the condition of each room before it is used by a Partner and again no later than 10:00 a.m. the next day after it has been used by a Partner. PARD will notify Partner of any issues within two (2) business days of the date the room was used by the Partner.
- 1.20 PARD staff will unlock rooms reserved for a Partner and when Partner's scheduled time expires, PARD staff will lock the room at the moment of the expiration of the room reservation. On-site PARD staff will have no discretion to extend a Partner's scheduled time or expiration thereof. Reserved time shall include Partner's cleanup time. Extension requests shall follow the procedure in Addendum C Facility Rules §1.09.
- 1.21 PARD staff may not provide a Partner with master keys to the Premises. Keys for doors internal to the designated Room(s) may be available upon the discretion of the Site Manager. Should the Partner lose the keys to these internal rooms, they will be responsible for the cost of re-keying the locks.
- 1.22 PARD will not provide storage for materials prior to or after the scheduled presentation except where provided in this Agreement. Storage of materials during the course of the presentation is at the discretion of PARD in writing.
- 1.20 PARD is not responsible for any Partner property left on the Premises. Items left on the property are immediately processed according to PARD's Abandoned Materials Policy and Lost and Found Procedures (Attachment F).
- 1.21 Lost perishables or soiled items left behind by the Partner or their audience members will be disposed of immediately. Seven (7) business days after the date when the scheduled event has concluded, an item of value (i.e. jewelry, electronics) left behind by the Partner or their audience members will be moved to the PARD Main Office at 200 S. Lamar where it can be claimed within 30 calendar days from the date the item was moved to the PARD Main Office. After 30 calendar days, any production equipment, cables, furniture, carpentry, props, costumes, paint and educational supplies left by the Partner on the Premises become property of the City of Austin and will be disposed of in accordance with the City's Abandoned Materials Policy and PARD's Lost and Found Procedures (Attachment F). After a second instance of items being left in Lost and Found for 30 days, Partners may be cited for abuse of the Lost and Found Procedures and may result in the forfeiture of this agreement.



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- 1.22 PARD will guarantee only the equipment and furniture listed in the Room Inventory Form (Attachment D Room and Equipment Inventory). Additional equipment and furniture may be made available on the receipt of a request six weeks in advance and only if requested equipment and furniture is in the Site's inventory. It is the responsibility of the Partner to acquire any item not held within the room inventory or not available for reservation. Last-minute equipment requests may be accommodated based on equipment availability and staffing.
- 1.23 PARD will provide two PARD staff member on site to provide the Partner with facility support and assist the public with information pertaining to the renter's events and resources. Staff will also respond to medical, facility or technical equipment emergencies during performances or events.

Partner's Roles and Responsibilities:

- 1.24 Partner shall observe as delineated in the Room Reservation Form agreed upon move-in, presentation, and move-out dates.
- 1.25 Partner will be responsible for removing all refuse found in the House after each performance. Backstage and House areas must be free of Trip Hazards, and all fire exits must be clear. Partner will be charged for staff time incurred for cleanup with a minimum of one hour at the current rate on the City's fee schedule.



ADDENDUM C TO FACILITY/PARK EVENT AGREEMENT
LATINO ARTIST ACCESS PROGRAM AGREEMENT

ARTICLE 1

SCHEDULING PROCEDURES

PARD Roles and Responsibilities:

- 1.01 PARD staff will provide to the Partner the calendar of availability for the upcoming LAAP term once Partner is selected to be a part of the Latino Artist Access Program. PARD will provide access to the calendar in order of the Partner ranking based on the application scores. PARD staff will provide Partners with the Room Reservation Request Forms (Attachment B) within 60 days of Partner selection. Forms are due to PARD within 30 days after they are provided. Partners are to submit a completed Room Reservation Request Form for performances, load-in and load-out dates, rehearsals, tech rehearsals (in the Room requested for performances) and classes by the deadline provided by PARD staff. Room Reservation Forms will be time stamped when received by PARD staff, reviewed and approved based on time received and completeness of the Room Reservation form information.
- 1.02 PARD staff will review the Room Reservation Forms that were completed and submitted by the stated deadline to evaluate any conflicting requests. PARD staff will work to resolve any conflicts at this time and may call Partners together in an attempt to negotiate alternatives for the conflicts. If Partners, with conflicting requests, cannot come to a resolution, PARD staff will honor the request of the Partner whose form has the earliest submittal time stamp. PARD staff reserves the right to make the final determination of the site's programming schedule.
- 1.03 PARD staff will send Partners written confirmation of their reservations no later than the first business day of March of any given year by 5pm. Once the dates are set, Partners may not change their performance dates except in the case a verifiable emergency Act of God or with the approval of the Site Manager.
- 1.04 It is recommended that cancellations or changes to a series of rehearsal dates be made no later than three months in advance. PARD staff will attempt to accommodate a newly requested series of dates pending availability of space and staffing. If the requested Room is not available for the new date, PARD staff will attempt to provide a suitable alternative on the Premises.



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- 1.05 Cancellation of production dates that result in a cumulative loss of City revenue of \$2400 or more (for the potential rental of the space for the reserved time at the current rate in the COA fee schedule Attachment) will result in termination of this agreement.
- 1.06 While “double-booking” is a rare occurrence, the PARD Site may be petitioned for the loss of Partner revenue incurred as a result of an error in booking.

Partner’s Roles and Responsibilities

- 1.07 A Partner is allowed no more than six room reservation cancellations *for rehearsals, classes, meetings or other preparations* per the City’s fiscal year. A Partner must notify PARD staff by email of a room reservation cancellation no later than 48 hours before the time the room was scheduled for use and before 3pm on Fridays prior to an event schedule for the following Saturday, Sunday and Monday.
- 1.08 A Partner cancelling classes for the public must provide the class members and patrons with the cancellation notification no later than 24 hours before the scheduled class or by 3pm on the Friday prior to an event scheduled for the following Saturday, Sunday or Monday (Excludes the event of death, illness or Act of God relating to the Principal Partner).
- 1.09 For rehearsal dates, it is recommended that a Partner request ad hoc changes to their schedule in writing to reserve one usage of a room no later than 48 hours in advance and by 3pm on Fridays before the date of the first projected room use. This will provide the best chance of success that staff can fulfill the request. If a Partner wishes to request a “late booking”, it will be received no later than 24 hours in advance, and prior to 3pm on a Friday. Requests received after 24 hour advance notice and after 3pm on Fridays may not be honored. “Late bookings” may be filled pending staff and space availability and Site Manager approval. “Late bookings” may be fulfilled at an alternate site. There is a limit of ten (10) changes to rehearsals per year.

ARTICLE 2

WORKSHOPS & CLASSES PROCEDURES

Partner’s Roles and Responsibilities:

- 2.01 Partners will adhere to the Local Standards of Care (including staff to youth ratios) as mandated by the City Council of the City of Austin (see Attachment G) when providing educational programs to children. Inappropriate behavior with children as defined by the Local Standards of Care will result in immediate termination from the LAAP. Any abusive behavior that is legally required to be reported to local law enforcement will be reported by PARD staff.



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- 2.02 Partners shall offer an educational program to the public of a value that is commensurate with the cost of using the Premises for the Partner's presentation as determined by the Site Manager. Partners may submit a Workshop/Class Proposal Form (Attachment C) for facility use for workshops 3 months in advance of the planned offering, the contents of which are subject to site manager approval. One Workshop/Class Proposal Form must be completed for each requested workshop.
- 2.03 If the requested workshop will culminate in a final production, Partner will follow the process as stipulated in this agreement.
- 2.04 Partner is responsible for securing the services, at Partner's sole expense, of qualified instructors, as well as any other personnel needed to safely conduct each class or session. Before offering or scheduling a class or event Partner acknowledges and agrees that all instructors, including the Partner, if the Partner is an individual or sole proprietorship, must successfully pass the City's Criminal Background Investigation (CBI). Partner warrants that no person shall be permitted to substitute for the original designated instructor until the proposed substitute has also satisfied the requirement. Partner shall contact the PARD Contact for needed information about scheduling the CBIs.
- 2.05 All classes will be supervised by the Partner or a qualified instructor. Partner shall ensure that students are not left unsupervised at any time. If minors or other vulnerable populations are permitted to attend a class, Partner shall ensure that parents and authorized caregivers of participants are be-invited and encouraged to visit the program sites, and to observe the class, at any time on a drop-in basis. Partner agrees that parents or caregivers do not need prior approval or permission to observe a class or session. The Partner will not permit any person to assist with a class or session without prior written approval by PARD staff. Partner shall submit a roster of all instructors with their CBI status when Attachment C, Residency Education Roster, is submitted. Changes to roster (including notification of completed CBI's for all instructors) shall be submitted prior to the first day of class.
- 2.06 It is highly recommended that Partner provide qualified instructors with CPR training at the Partner's expense.

PARD's Roles and Responsibilities:

- 2.07 PARD shall approve workshops and classes provided to the public by the Partner within 30 working days of receipt of the request.
- 2.08 PARD reserves the right to review and approve curriculum, curriculum implementation and classroom conduct for the purposes of maintaining the best, most appropriate and most consistent quality of educational programming for the public. PARD reserves the right to observe classes, and amend or cancel educational programming if the quality



does not meet PARD's standards of instruction pursuant to the Youth Program Quality Assessment (Attachment H).

- 2.09 PARD will refer all inquiries, concerns, questions or complaints in written form to the Partner regarding educational programming for resolution within 24 hours of receipt of the complaint.

ARTICLE 3

TECHNICAL THEATER PROCEDURES

Partner's Roles and Responsibilities:

- 3.01 A Partner must submit a Technical Request Form (Attachment A) to the Site's Production Coordinator and the Program Coordinator no later than six weeks before the date the equipment is needed.
- 3.02 A Partner must check out and return PARD equipment using the Inventory Check-Out Form (Attachment J).
- 3.03 If a Partner loses or damages PARD equipment, the Partner is responsible for the current cost of the repair or the replacement of that equipment or a commensurate brand. PARD will invoice Partner of the cost due.
- 3.04 All theater equipment is provided "as-is."
- 3.05 Plans to use fire, pyrotechnics, smoke, strobe lights, gun fire simulation, must be presented to staff in the Technical Request form 90 days in advance of production rehearsals or any marketing if to be used as elements of production. It is the responsibility of the Partner to apply for and secure appropriate permits, fire watches or signage, as appropriate and provide copies of the permits to the site manager no later than 2 days before the use of these elements.
- 3.06 All Partners are responsible for providing and preparing their own technical needs including sets, props, costumes and lighting designs. Use of PARD equipment (e.g. flats, risers, additional drapery) is at the discretion of the Site Manager. Moving, preparing and securing approved PARD equipment is the responsibility of the Partner.

PARD's Roles and Responsibilities:

- 3.07 PARD staff will respond in writing to a Technical Request Form no later than two (2) business days after the request is submitted to PARD staff.
- 3.08 PARD will provide general support in making the Site available as required and available to permitting departments in consideration of permit requests.



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- 3.09 PARD is not responsible for any costs, fees or charges in the permitting process described in §8.05 nor will PARD incur costs to make facility modifications in support of special effects requirements.
- 3.10 PARD shall provide supervision and troubleshooting of technical equipment during the Partner's technical load-in or load-out- period or during the Partners' operation of technical equipment for a presentation.
- 3.11 PARD will endeavor to provide privacy for dressing rooms and technical rehearsals within what is physically possible for the specific room and Premises. PARD reserves the right to enter the Partner's designated room(s) in the event of an emergency, or for maintenance and repairs.
- 3.12 Should PARD determine that the installation of materials such as Marley or Masonite is required to protect the space, PARD will be responsible for supplying those materials.
- 3.13 Bleachers, risers and seating for the audience area is PARD's responsibility and PARD will be responsible for installing or repairing such items. PARD agrees to provide the designated number of seats assigned to the room.

ARTICLE 4

MARKETING PROCEDURES

Partner's Roles and Responsibilities:

- 4.01 Partner is responsible for preparing all marketing materials related to their LAAP programs. All marketing material including print, electronic, social media, etc. must be submitted for approval by PARD staff prior to release through any platform.
- 4.02 Partners presentation of marketing material must include the PARD logo, the logo associated with the Premises, and City of Austin ADA statement, CAPRA logo, and the City of Austin logo.
- 4.03 Partners should prepare marketing materials for PARD approval timelines. Approval timelines for marketing materials will vary from 1-5 business days.
- 4.04 Partners must submit basic program descriptions on their initial Room Reservation Form, due on January 2nd of every year, in order to be included in the Division's Season Brochure for the following Fall Season. Inclusion in the brochure is optional.
- 4.05 Partners are responsible for creating and printing banners for Partner events.



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PARD's Roles and Responsibilities:

- 4.05 PARD shall assist in the design of publicity materials by providing an ADA statement and high quality logos, (PARD logo, COA seal logo, CAPRA logo, Site logo) consistent with the City's regulations on use of the City seal and logo.
- 4.06 Approved event materials provided 30 days in advance to PARD will be listed on the Site's website, event calendar, and publicity materials will be distributed in the Site's e-newsletter to all site members and other media outlets. Approved event materials provided 15 days in advance to PARD will be provided with online posting assistance by the front desk monitors on duty for evening rehearsals.