



## Facility Guidelines

### Facility Rental Process

1. Facility reservations are first-come, first-served and may be made up to a year in advance. Potential Renter should complete the Facility Rental Request to begin the process.
2. The Facility will review the Rental Request and notify Renter of availability and ability to accommodate the request.
3. 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 2 weeks 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. **See “Reservation Holds”.**
4. All rental fees must be paid 30 days prior to the rental date by cash, check, money order or credit card. For events booked less than 30 days prior to event date, all applicable deposits and rental fees must be paid with signed facility reservation agreement.
5. If rental fees or required documents are not paid or received within the required time frame, the reservation will be cancelled.
6. If the Renter cancels 30 days or more prior to rental date, 100% of all paid rental, staff and utilities and deposit fees are refunded. If the Renter cancels within 30 days or less prior to the first use date, the Renter will be assessed the full rental fee. Only deposit and staff and utility fees which were paid with rental fees will be refunded. All cancellations must be received in writing.
7. Following the rental, depending on the condition of the facility, the deposit will be returned in part or whole within 30-45 days after the rental date.

### Reservation Holds

Reservation date holds are held up to **2 weeks** 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 **5 full business days** from contact to submit the deposit and signed agreement; otherwise, the tentative hold will be released on the sixth business day.

### 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.

### Coordinating a Rental Event

1. Review the rental page on the website to view spaces and rental policies.
2. Complete and submit the Facility Rental Application.
3. The **Facility Rentals Coordinator** will review the rental application for date availability and setup a meeting to tour the facility, determine which spaces meet your needs, provide you with a fee assessment and answer any additional questions.
4. Once the event date is booked, depending on the size and type of event, at least one pre-event walk through may be required two weeks prior to the event to include Renter, Facility Rentals Coordinator, and vendor representatives (caterer, sound technician, etc.).

## What types of events can the facility be rented for?

The Emma S. Barrientos Mexican American Cultural Center (ESB-MACC) is available for a wide variety of indoor and outdoor rentals including community events, non-profit events, business events, meetings, lectures, classes, banquets, and more. **Due to ESB-MACC programs and community events at a high demand, spaces may not be rented for ongoing recurring or repeat events during a calendar year.** Priority is given to events that support the ESB-MACC mission. Events that do not support the ESB-MACC mission will be given consideration 60 days prior to the rental date if the desired space is available.

The ESB-MACC does not rent space for life, family or personal events such as weddings, birthdays, quinceañeras, family reunions and social gatherings, with the exception of our Zocalo plaza. This allows for more space availability for community organized events.

City practices do not allow for external agencies to hold news/press/media conferences at City facilities. Please inquire with the Facility Rentals Coordinator for more information.

Please note that 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 ESB-MACC Reservation Agreement.

## Rental Hours

The facility is available for event rentals seven days a week between the hours of 10am -10pm Monday through Saturday, with the exception of City of Austin Holidays when the facility will be closed. Rental periods include all setup and clean-up time and cleanup may not extend past 12am midnight.

Any use of the space(s) beyond the rental time in the reservation agreement will be billed to the Renter at the each additional hour charge for each rented space.

## Policy on Availability

The ESB-MACC is dedicated to providing public events and programming throughout the year, therefore the facility may not be available for rent on requested dates. The Facility Rentals Coordinator will work with organizations and individuals to find a suitable date.

The ESB-MACC is a public and multi-use facility; therefore no Renter shall have exclusive rights to the facility, however only the Renter and guests will have access to the room(s) rented.

## Holiday Rentals/Facility Closures

All PARD facilities will be closed and are unavailable for rental on the following holidays:

New Year's Eve and 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	

### **What are the rental fees for spaces at the facility?**

All fees are assessed in accordance with the current City of Austin Parks and Recreation Department (PAR) Fee Schedule. Fees will be calculated based on the minimum hourly block rental for the space(s) rented, additional hourly fees, and additional staff and utilities fees for time rented outside of regular business hours. In addition to the rental fees, a reservation deposit (converts to damage and cleanup deposit) is required at the time of the reservation.

Resident/non-profit and non-resident fees are on the fee schedule. Non-resident fees are for commercial activities/events/companies or non-City of Austin residents. Non-residents are defined as anyone not within the corporate city limits or who does not receive Austin Energy electrical services.

### **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 and mission.

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.

### **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, credit card, money order, or check payable to the Emma S. Barrientos Mexican American Cultural Center. Cash and credit card payments must be made in person. MasterCard, Visa, Discover and American Express are accepted. 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. 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 paid by check or cash will be mailed from the City of Austin to the Renter who signed the reservation agreement within 30-45 days following the rental date. Deposits made by credit card will be refunded within 14-21 days following the rental date.

## **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 ESB-MACC has one community room (Raul Salinas) which is offered free of charge, on a first-come, first-serve basis. The community room has specific guidelines for use of the room. This room is a public space and cannot be reserved more than 60 days in advance or scheduled for sequential events. The community room is only available free of charge during regular business hours. A charge will be assessed outside of business hours.

## **Insurance Requirements**

Insurance naming the City of Austin as additional insured is required for all public events\* and those that involve running, biking or walking, athletic competitions and 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 14 days in advance of rental. \*Public events in the classrooms and conference rooms do not require a certificate of insurance.

## **Large Events**

Events with 500 or more estimated attendees or when deemed necessary by ESB-MACC staff will have additional requirements as required by the Facility Reservation Agreement for large events. Events with 1000 or more attendees are considered Special Events, triggering additional requirements and will be coordinated in cooperation with the PARC Special Events Office.

## **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, moonwalks and rock-climbing walls and amplified sound. Additional permits may be required for tents, outdoor stages and other items specific to large gatherings. 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 14 days in advance of rental. Please allow ample time to apply for and receive permits prior to the event date.

## **Sale and Service of Alcohol**

A request to sell or serve alcohol to the public at the facility will require submission of a use of alcohol request form 30 days or more before an event with signed approval from the PARC Director, general and liquor liability insurance, TABC permit for the sale of alcohol and the condition that the Renter understands and accepts the PARC policies. Public events that will sell or serve alcohol also require a licensed peace 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 PARC Special Events website.

## **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.

## **Kitchen Facilities and Catering**

The facility has a kitchen available for use with a paid rental. A daily access fee is applicable and includes access and use to the kitchen and equipment. The kitchen is to be utilized as a "warming" kitchen only. Catering must be prepared off site, unless they are renting and a caterer presents all proper food handler permits. Otherwise the food would have to be delivered to the facility already cooked. Event organizers will be responsible for securing a temporary food permit for events open to the public. Renters are responsible for cleaning the kitchen and leaving the kitchen in a clean and orderly condition. The damage and cleanup deposit may be applied to any misuse of the kitchen.

No on-site preparation of food is permitted from LARP members unless they possess the proper food handler documentation, and adhere to the rules and regulations stipulated by the City and on-site Food Manager.

## **Vendors**

The Center does not have exclusive service providers such as caterers or decorators, however a list of providers that have serviced events at the Center can be provided upon request. All third party providers/vendors must be licensed, qualified and insured as applicable.

## **ATM Services**

The facility does not have onsite ATM's. Vendors are encouraged to accept all methods of payment such as cash and credit cards. The facility has free public wireless internet available on site.

## **Available Equipment**

Available Auditorium and Black Box Theater A/V Equipment includes ceiling mounted speakers, a ceiling mounted projector, 9'x13' drop down projection screen, a variety of wired and wireless microphones, tabletop microphones, a podium, a 16 channel mixing board, powered speakers and stage lighting system. Auditoriums' bleacher can seat 150-180 people, and Black Box Theater can seat 50-80 people.

An A/V package is available and additional charges apply depending on the packages selected. Additional equipment includes mobile projectors, laptops, ten 36" cocktail tables, a 12'x24' modular stage and 3' and 8' black pipe and drape. The facility provides up to 100 chairs and 6' x 2.5' and 6' x 1.5" classroom tables for the Meeting Rooms.

The facility does not provide any decorator services such as table linens, decorations, or backdrops. 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.

## **Wi-Fi**

The ESB-MACC offers free, public wireless internet for Center visitors and renters and attendees. Wireless Internet service is vulnerable to interference from other wireless devices and may experience interference due to high volumes of usage. Depending on the internet requirements for an event, a renter may wish to purchase a wired, dedicated Internet connection to ensure sufficient internet capabilities. A password is not required to access the internet.

## **Delivery**

The facility will not accept any freight, packages or other delivered items on behalf of the Renter. Items may not be delivered prior to the contracted event date or load-in time.

## **Loading Procedures**

Vendors and Renters should bring their own cart, dolly or other equipment to transport items. After items have been removed from vehicle and placed in loading dock, vehicles must be moved to parking area. Vehicles may not be left in the loading dock area for any reason except for loading and unloading.

## **Room Cleanup**

The Renter is responsible for returning all rented space(s) and support spaces (kitchen, restrooms, etc.) to its original condition, including but not limited to removing decorations and any items brought to the facility for event, wiping down tables and chairs, taking down all tables and chairs and returning to storage area to allow for cleanup, returning the conference and classrooms to the original setup, sweep, mop and/or vacuum floors, and removing and placing all trash and debris resulting from Renter activity in outdoor trash and recycling receptacles. Liners must be replaced in all trash cans. Cleaning equipment is available in the janitorial room. Damages that may have been incurred during the event should be reported. On site event staff will assist you with locating cleaning supplies, identifying the location to return tables and chairs and will inspect the facility and rented areas with the Renter at the conclusion of the event.

## **Recycling Policy**

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 ESB-MACC provides one 4-yard dumpster and one 4-yard recycling container at the ESB-MACC. In some cases, the ESB-MACC may require a renter to rent additional on-site dumpsters for an event. Renter is also responsible for the expense for excess amounts of trash left when additional trash pickups are required.

## **Event Staff**

The Parks & Recreation Department requires staff to be on site at all times to monitor, inspect and secure the facility. During events, ESB-MACC staff will be available to open and close the facility, work closely with the primary event contact to answer questions and provide assistance, setup and troubleshoot ESB-MACC A/V equipment, ensure that the event ends as scheduled on the rental contract and that facility is clean and ready for the next scheduled use and emergency assistance. They are not available to volunteer at or staff events, serve as in-room A/V technicians for rental events, assist renter setup, cleanup and takedown and/or supervise minors.

At the conclusion of the event, the event staff will provide the renter primary contact a rental cleanup checklist form for cleanup at the end of the event and conduct a joint inspection of the space. The event staff will submit a report to the Production Coordinator which will include the rental inspection checklist; any documented damages, if all equipment was returned, the actual arrival and departure time and if there were any violations of the signed and approved rental contract. This report will help determine the amount of the deposit to be refunded.

## **Facility Alterations/Decorations**

Renters are not allowed to use any decorations, nails, signage or make any other changes that would cause any alterations or require repairs to the interior or the exterior of the facility without advance approval from the ESB-MACC staff. No items may be attached to exhibits, walls, glass or building structure with tape, adhesives, wire, staples, tacks, glue and other similar items. Items may only be attached to open areas of the walls with painters tape.

The following décor items are prohibited: glitter, confetti, cascarones, rose petals, rice, birdseed, sparklers and open flames. LED candles are permitted.

## **Prohibited Materials**

The use of the following items is prohibited at the facility: Styrofoam, glass bottles, and single use carry-out bags. In favor of our environment, use of paper, aluminum and other recyclable materials is encouraged.

## **Smoking**

The ESB-MACC is a tobacco-free facility of the Austin Parks and Recreation Department (PARC) based on the Director's approved tobacco-free policy restricting tobacco use at any time on ESB-MACC property, including personal vehicles parked in ESB-MACC 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.

### **Parking**

The parking lot can accommodate 128 vehicles (including 6 ADA, 5 visitor, and 2 fuel efficient spaces). Spots are available on a first come, first-serve basis. The ESB-MACC cannot guarantee parking availability. For events with a projected attendance exceeding available spaces, the Renter should contact the Facility Rentals Coordinator for use of overflow parking, submit a plan for off-site parking or planned use of alternative modes of transportation.

No parking is allowed at any time in the fire lanes, grass area, or ESB-MACC reserved spaces without prior written authorization. Renter is responsible for the enforcement of fire lanes and “no parking” zones during their event.

### **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 ESB-MACC 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 is available upon advance request.

### **Emergency Procedures**

The ESB-MACC is equipped with closed circuit television camera mounted in various locations inside and outside. These cameras are monitored.

In the event of an emergency, the renter or any person on site may dial 911 from a phone or notify ESB-MACC staff on site. All on site incidents and participant injuries must be reported to ESB-MACC staff for assistance and documentation. Incidents are defined as damage to property, inappropriate behavior, health or safety concerns and participant injuries are defined as requiring 1st aid, professional medical care and/or when 911 is called.

Evacuation is required any time an audible fire alarm sounds. A general fire alarm can be heard throughout the facility using sirens and strobes. No one should re-enter the building until the all clear has been communicated by the ESB-MACC staff. Access to exit doors must not be blocked at any time.

### **Lost and Found**

All found items will be turned into the ESB-MACC Reception Office and logged in for tracking purposes. Any item unclaimed after 30 days will be disposed of in a manner deemed practical by the facility including donation to a charitable organization or disposal of non-value items.

### **Feedback**

We value our Renter’s opinion and are committed to providing a quality experience at the ESB-MACC.