



# Zilker Hillside Theater Facility Rental User Guide

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512-974-4000

<https://austintexas.gov/department/zilker-hillside-theater>



**FACILITY RENTAL FEES (Effective 10.1.2021)**  
**FY 2024 - 2025 City of Austin Parks and Recreation Fee Schedule**

**Zilker Hillside Theater Application of Fees**

**Hourly Rates and Fees are rounded up to the hour.**

**Staff and Utility Fees:** Staff and Utility fees are charged hourly in addition to the hourly rental fee.

**Cancellation Policy:** Events cancelled more than 30 days before event date, will receive a full refund and are cancelled without penalty. Events cancelled less than 30 days before event date, are responsible for hourly rental rate. Deposit, staff and utility, & equipment charges are refunded or applied to any unpaid rental rate balance.

Rental Spaces	Rental Fee	Notes
<b>Theater - Deposit Required</b>	\$268.00 (4 hour block)	Theater is rented in minimum 4-hr block for performances.
<b>Security/Use Fee Deposits</b>	\$100.00	Deposits are refundable, pending additional fees during performance run.
Additional Fees	Fee	Notes
<b>Staff</b>	\$20 per hour (per staff)	
<b>Utilities</b>	\$15 per hour	Utilities charged hourly during any rehearsal or reservation when lighting and sound systems are in use.
<b>Event Overtime Fee</b>	Per hour rental fee + Per hour staff and utilities	Overtime penalty fee for how long the event occurs outside the contracted time frame. If the event runs over the contracted time, the client will also be subject to the per-hour rental rate for each rented room, plus this penalty fee.
<b>Damage Fees</b>	Varies	If non-routine cleaning is required or damage occurs during the event, damage and cleanup expenses will be assessed and charged to the client.



# Facility Guidelines

## **Theater Rental Process**

Zilker Hillside Theater is only available during the months of March, September and October. Facility reservations are first-come, first-served, and are subject to availability. 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/ZHT. 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. Refunds of Credit Card payments can take 10-15 business days, while Checks and Cash can take 4-6 weeks for return.

## **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 Zilker Hillside Theater be rented for?**

Zilker Hillside Theater (ZHT) is available for a variety of productions and events, including theatrical performances, dance recitals, small scale music concerts and interactive events. Due to ZHT programs and community events at a high demand, the ZHT may not be rented for ongoing recurring or repeat events during a calendar year. ZHT is not available for life, family or personal events such as weddings, birthdays, quinceañeras, family reunions and social gatherings. City may require Renter to submit a City Wide Event Application through the Special Events office. All events must be free and open to the public at large to attend.

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

## **Reservation Hours**

Renter is only allowed into the theater during the hours that have been reserved for them. There are no regular business hours at the Zilker Hillside Theater. Renter's use of the Facility does not limit the ability of the City to allow use of the Facility by others during the term of the reservation, provided such use does not interfere with the Event. The Facility at all times is under the sole charge and control of the City. All participating personnel, cast and staff are required to sign in when they arrive at the facility.

## **Policy on Availability**

The ZHT is dedicated to providing public events and programming during its designated season, therefore the facility may not be available for rent on requested dates. The Theater and Events Coordinator will work with organizations and individuals to find a suitable date.

The ZHT is a public facility located inside Zilker Park; therefore no Renter shall have exclusive rights to the surrounding outside area. However only the rental organization and City staff will have access to the stage, dressing rooms and back stage facilities.

**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 Eve Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Thanksgiving Friday
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day	
Labor Day	

In addition, due to weather and surrounding Zilker Park activities, Zilker Hillside Theater is not available for rentals between November 1 and March 15.

## **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 (PARD) Fee Schedule.

## **Collaborations**

PARD facilities determine programming priorities based on public input. PARD programs also take into consideration its mission, values and audience. Once the PARD 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.

## **Co-Sponsorships**

Community events may be eligible for co-sponsorships if they are consistent with City of Austin and PARD'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 PARD 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 PARD will provide for the event. Large-scaled events (over 1000 attendees expected) are handled by PARD'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. Waivers must be completed and sent to the Theater Coordinator prior to the 30-day full payment deadline.

## **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.

## **Insurance Requirements**

Insurance naming the City of Austin as additional insured is required for all public events. Additional insurance is required for events seeking to serve alcohol, or as required by the Facility Reservation Agreement. All rentals requiring insurance are due on file 10 business days in advance of rental.

## **Permits**

Some rental activities require a permit to operate, including but not limited to such things as meal 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.

## **Sale and Service of Alcohol**

Zilker Hillside Theater is an alcohol free facility, and the sale or service of alcoholic beverages is strictly prohibited.

## **Smoking/Tobacco Use**

Renter understands that City Code prohibits smoking in both the outdoor and indoor portions of the Zilker Hillside Theater. Renter shall enforce the City's ban on smoking in the outdoor and indoor portions of the Facility during the event.

Additional Prohibited materials/activities:

- Rides such as moonwalks, rock-climbing walls, waterslides, miniature trains, and the like
- Adult-oriented companies, products, entertainment, or organizations in any manner
- Styrofoam (polystyrene) containers, decorations, or displays
- Glass containers (for concessions)
- Pyrotechnics, flame effects, and fireworks

## **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 equipment, including speakers, microphones and sound mixers, are not available on site and is the sole responsibility of the Renter to provide.

All lighting 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. Renter will have access to scaffolding and the appropriate safety harnesses and equipment after they have received the safety instructions/training from City staff.

## **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 restroom lobby, dressing rooms or the storage closets. Zilker Hillside Theater is an outdoor facility, thus Renters must exercise caution when leaving equipment on stage. The City is not responsible for any missing or stolen property left on site during non-reservation hours.

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**

Renter must obtain prior written approval from the City before using screws or nails to secure set pieces or props to the decking. Failure to obtain prior written approval will result in additional damage fees.

Renters are prohibited from the following:

- Drilling into the decking, or building.
- Creating holes in cable track covers
- Storing items under the stage
- Dragging heavy materials or objects across the stage (such items must be placed on carts or carried)
- Dropping or throwing materials or tools onto the deck.
- Wiring or re-wiring of hard-wired systems or circuitry.
- Hanging anything from any of the trees in the park.
- All damaged or gouged surfaces will be repaired/replaced by Renter at their expense.

## **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.

Renter is also responsible to hiring or recruiting at least 2 people to assist the City Staff with disassembling the front stage fence at the beginning of the reservation, and reassembling it at the end of the reservation.

Renter is responsible for all parties hired by or associated with their reservation to assure their adherence to these guidelines as well as all City, State and Federal rules and regulations.

### **Restrooms**

Onsite restrooms are available only to the participating personnel, cast and staff. Renters are responsible providing their own paper products and hand soap. Renters are responsible for restoring the restroom and lobby area back to how it was found. This includes wiping down surfaces, removing debris and trash from site, and sweeping the restroom floors and mopping up any spills.

The City may require rental organization to provide portable toilets and handwashing stations on site during the event.

### **Dressing Rooms**

Dressing rooms are provided to the renter as part of the rental. 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. Renters are prohibited from bringing food or open drinks into the dressing rooms.

### **Disposal of Garbage and Recycling**

The ZHT provides two small cement dumpsters onsite as well as several mobile trash bins and recycling containers for Renters to distribute during the event. 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.

### **Event Staff**

During events, ZHT 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, collect trash, assist renter setup, cleanup and takedown and/or supervise minors.

### **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 ZHT is responsible for the permanent building access requirements such as, but not limited to: wheelchair ramps, restroom standards, and doors. The Renter is responsible for non-permanent accessibility requirements related to the rental event, such as, but not limited to assistive listening devices, sign language interpreters, signage and other auxiliary aids.



Additional temporary ADA parking spots can be made available upon advanced request.

### **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):

- Repainting the stage black (if the stage has been painted for rental)
- Returning all lighting and equipment to its original location.
- Wiping down all interior surfaces.
- Removing debris and trash from site.
- Sweeping the restroom floors and mopping up any spills.
- Reassembling front stage gate.
- Locking all doors and turning on dimmer packs.
- Removing all personal property from site.

### **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.

The above listed behavior will not be tolerated and will result in the immediate termination of the reservation. The Renter is responsible for all parties hired by or associated with their reservation to assure their adherence to these guidelines as well as all City, State and Federal rules and regulations.

**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



# RENTAL APPLICATION

PLEASE COMPLETE AND RETURN A COMPLETED FACILITY RENTAL APPLICATION BY EMAIL, MAIL, OR IN PERSON. ONCE YOUR REQUEST IS RECEIVED, STAFF WILL REVIEW THE FORM TO DETERMINE DATE AVAILABILITY AND IF THE CENTER CAN ACCOMMODATE THE EVENT. **PLEASE NOTE: THIS APPLICATION SERVES AS A REQUEST FOR RENTAL SPACE ONLY. INFORMATION PROVIDED DOES NOT SECURE A RENTAL FOR ANY SPACE.**

## CONTACT INFORMATION (OF FUTURE CONTRACT HOLDER)

FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ORGANIZATION NAME: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ WEBSITE: \_\_\_\_\_

## EVENT INFORMATION AND SCHEDULING

EVENT NAME: \_\_\_\_\_

EVENT TYPE: PERFORMANCE (THEATER,MUSIC,DANCE): \_\_\_\_\_ REHEARSAL: \_\_\_\_\_ BANQUET/RECEPTION: \_\_\_\_\_ FESTIVAL: \_\_\_\_\_

MEETING/TRAINING/WORKSHOP: \_\_\_\_\_ OTHER: \_\_\_\_\_

EVENT SPACE (SELECT ALL THAT APPLY):

THEATER:

DATES AND TIME:		SINGLE DAY EVENT:		MULTI-DAY EVENT:	
EVENT DATE:	ARRIVAL TIME:	EVENT START:	EVENT END:	CLEANUP END:	
EVENT DATE:	ARRIVAL TIME:	EVENT START:	EVENT END:	CLEANUP END:	
EVENT DATE:	ARRIVAL TIME:	EVENT START:	EVENT END:	CLEANUP END:	

EVENT DESCRIPTION: (BRIEFLY DESCRIBE THE EVENT PURPOSE AND ACTIVITIES) \_\_\_\_\_

## EVENT DETAILS

IS THE EVENT OPEN TO THE PUBLIC? YES: \_\_\_\_\_ NO: \_\_\_\_\_ ADMISSION TYPE: FREE: \_\_\_\_\_ ENTRY FEE: \_\_\_\_\_

EVENT IS CONSIDERED OPEN TO THE PUBLIC IF IT IS MARKETED OR PROMOTED TO THE GENERAL PUBLIC AND ANYONE CAN ATTEND FOR FREE OR WITH A TICKET

AUDIENCE: ADULT: \_\_\_\_\_ YOUTH: \_\_\_\_\_ ALL AGES: \_\_\_\_\_

EXPECTED EVENT ATTENDANCE: \_\_\_\_\_ WILL THERE BE OUT OF TOWN VISITORS? YES: \_\_\_\_\_ NO: \_\_\_\_\_

VISUAL/PERFORMING ARTISTS? Yes: \_\_\_\_\_ NO: \_\_\_\_\_ NUMBER OF EVENT TEAM: (PERFORMERS, VOLUNTEERS, CREW, ETC.) \_\_\_\_\_

PLEASE CHECK ALL THAT APPLY:

SERVING FOOD/SELLING FOOD: \_\_\_\_\_ SERVING ALCOHOL: \_\_\_\_\_ TENTS/CANOPIES: \_\_\_\_\_

MOONWALK/ROCKWALL: \_\_\_\_\_ AMPLIFIED OUTDOOR SOUND: \_\_\_\_\_ CATERER: \_\_\_\_\_



# RENTAL APPLICATION

A REQUEST TO SELL OR SERVE ALCOHOL TO THE PUBLIC AT THE FACILITY WILL REQUIRE AN AUSTIN CENTER FOR EVENTS CITYWIDE EVENT APPLICATION, GENERAL AND LIQUOR LIABILITY INSURANCE, A LICENSED PEACE OFFICER, AUSTIN PUBLIC HEALTH PERMIT FOR THE BAR, AND THE CONDITION THAT THE RENTER UNDERSTANDS AND ACCEPTS THE PARD POLICIES. EVENTS THAT SELL ALCOHOL ALSO REQUIRE A TABC PERMIT AND STATE OF TEXAS SALES/TAX ID. ALL TABC LAWS MUST BE FOLLOWED WHILE ON SITE AND NO PERSON UNDER THE AGE OF 21 CAN BE SERVED ALCOHOL UNDER ANY CIRCUMSTANCE. BYOB EVENTS ARE PROHIBITED. VIEW THE PARD [ALCOHOL SERVICE OR SALES PERMITTING PROCESS STEPS](#).

## AUDIO/VISUAL EQUIPMENT AND TECHNICAL REQUIREMENTS

NOT ALL EQUIPMENT IS AVAILABLE FOR EACH AREA REQUESTED AND INVENTORY MAY BE REDUCED FOR MULTIPLE EVENTS. SOME RESTRICTIONS APPLY FOR USE.

RENTALS AND PARTNERS SHOULD PROVIDE THEIR OWN TECHNICIANS TO SET AND OPERATE THEIR EVENT. RENTERS MUST PROVIDE ANY REQUIRED INSURANCE.

DESCRIBE THE AV/LIGHTING/TECHNICAL REQUIREMENTS OR REQUESTS:

LIGHTING TECH NAME:

LIGHTING TECH EMAIL:

LIGHTING TECH PHONE:

AUDIO TECH NAME:

AUDIO TECH EMAIL:

AUDIO TECH PHONE:

## SUBMISSION

WOULD YOU LIKE A PRE-RENTAL TOUR OF THE FACILITY? YES: NO:

WOULD YOU LIKE A TECHNICAL WALK-THROUGH OF THE FACILITY? YES: NO:

EMAIL (PREFERRED) OR DROP OFF/MAIL

**JAMES.BYERS@AUSTINTEXAS.GOV**

**2206 WILLIAM BARTON DRIVE | AUSTIN, TEXAS 78746**

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

THANK YOU FOR YOUR INTEREST IN FACILITY RENTALS AT THE ZILKER HILLSIDE THEATER FOR ANY ADDITIONAL QUESTIONS OR CONCERNS PLEASE CONTACT THE CENTER VIA E-MAIL AT [JAMES.BYERS@AUSTINTEXAS.GOV](mailto:JAMES.BYERS@AUSTINTEXAS.GOV) OR BY PHONE AT 512.974.4020

## NOTES (FOR OFFICE USE ONLY)

APPLICATION PROCESSED BY:

DATE:

TWO-WEEK HOLD PLACED ON OUTLOOK:

DATE:

FEE ASSESSMENT E-MAILED TO:

DATE:

CALENDAR CONTRACT E-MAILED TO RENTER:

DATE:

RENTER SIGNED CONTRACT:

DEPOSIT PAID:

ADDITIONAL COMMENTS: