

## **ADDENDUM B**

### **Facility Rules**

4.01 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**.

4.02 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 and Austin Center for Events (ACE) in writing and in accordance with §4.08 of this agreement.
- d. Written permission is 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.

4.03 Upon entering the Premises at any time, a Partner must first sign-in at the main office or reception desk.

4.04 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.

4.05 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.

4.06 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 unless approved by Site Manager 48 hours in advance and by 3pm on Fridays.

4.07 ADA Access to the stage or audience area shall not be obstructed or compromised in any way.

- 4.08 Alcohol and drugs are strictly prohibited from the property unless an alcohol permit is acquired. (Theatrical props to simulate alcohol or drugs are not considered alcohol and drugs.) Failure to observe will result in immediate termination from the-AAP-
- 4.09 Rooms cannot be used for any purpose other than those provided on the Room Reservation Form unless approved by the Site Manager 48 hours in advance and before 3pm on Fridays.
- 4.10 Equipment or materials belonging to PARD must never be removed from the Premises. Failure to observe will result in immediate termination removal from the AAP.
- 4.11 Malicious acts, damaging the facility, the equipment, or any member of staff will result in immediate termination from the AAP.
- 4.12 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.
- 4.13 The AAP 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 or temporary storage within a designated Room only for the duration of the PARD approved activity in that Room.

#### **PARD Roles and Responsibilities:**

- 4.14 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. Should Partner find that their assigned space is not adequately cleaned, Partner will bring this to the attention of the Site Manager or their designee as soon as possible.
- 4.15 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).
- 4.16 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.
- 4.17 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 PROCEDURES, 1.09.

- 4.18 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.
- 4.19 PARD will not provide storage for materials prior to or after the scheduled presentation according to Attachment B. Storage of materials during the course of the presentation is at the discretion of PARD in writing and for the time limits described in the memo.
- 4.20 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).
- 4.21 Lost perishables or soiled items left behind by the Partner or their audience members after load-out 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 termination of this agreement.
- 4.22 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 48 hours in advance and before 3pm on Fridays and only if requested equipment and furniture is in the Site's inventory. It will be the responsibility of the Partner to acquire any item not held within the room inventory, or not available for reservation.
- 4.23 PARD will provide two PARD staff members on site to provide the Partner with facility support and assist the public with information pertaining to the Partner's events and resources. Staff will also respond to medical, facility or technical equipment emergencies during performances or events.

#### **Partner's Roles and Responsibilities:**

- 4.24 Partner shall observe as delineated in the Room Reservation Form agreed upon move-in, presentation, and move-out dates.

4.25 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 a one hour charge at the current rate on the City's fee schedule.