

## **ADDENDUM C**

### **PROCEDURES**

#### **1. SCHEDULING PROCEDURES**

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

1.01 PARD staff will provide to the Partner the Premise's availability calendar for the upcoming City's fiscal year by the first COA business day of any given year. (Example: The availability calendar for the period between October 1, 2019 to September 30, 2020, will be provided January 2, 2019.) PARD staff will provide Partners with the Room Reservation Request Forms (Attachment B) due to PARD by February 1<sup>st</sup> by 5pm (of any given year.) 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.

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 scheduled 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.

## **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 AAP. Any abusive behavior that is legally required to be reported to local law enforcement will be reported by PARD staff.

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.

## **4. 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.
- 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 and installing 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.

## **5. MARKETING**

### **PROCEDURES**

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

4.01 Partner is responsible for preparing all marketing materials related to their AAP 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 2<sup>nd</sup> 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.

#### **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.