



2220 BARTON SPRINGS RD., AUSTIN, TX 78746 (512) 978-1902 | ZBGRENTALS@AUSTINTEXAS.GOV







# Contents

Rentals at the Zilker Botanical Garden	3
Submitting a Rental Request	3
Rental Spaces, Capacities & Fees	4
Booking Process	5
Pre-Planning & Payments	7
Facility Amenities	9
Facility Use Requirements & Restrictions	1:
Alternative Funding Options	14
Multi-Venue Events	15
Clean Up Checklist	

# Rentals at the Zilker Botanical Garden

The Zilker Botanical Garden is an urban oasis on 28 acres nestled within Zilker Metropolitan Park in the heart of downtown Austin. This "jewel in the heart of Austin" features heritage live oaks set into a hillside, themed gardens, and offers a lush, shady respite from everyday urban life with panoramic views to downtown and beyond.

The garden also offers the opportunity for a wide variety of indoor and outdoor rentals. Throughout the year the Garden welcomes community events, non-profit events, and business events. It has been the host site for meetings, lectures, classes, retreats, and banquets as well as more personal events and social gatherings including weddings, baby showers, memorial services, quinceañeras, family reunions, and birthdays.

City practices do not allow for external agencies to hold news/press/media conferences at City facilities, nor does it allow for political candidates vying for office within the City of Austin government to hold news/press/media conferences, fundraisers, political rallies or canvassing events at City facilities.

Please note that rental activities may not interfere with the normal public operation of the facility and are subject to policies and guidelines listed below, as well as those outlined in the ZBG Facility Use Agreement.

We kindly ask that you read through the entirety of this document very carefully. We reserve the right to refuse any request for a rental that does not adhere to the policies and rules delineated here and in the ZBG Rental Agreement.

# Submitting a Rental Request

Please be advised that due to City policy we cannot make reservations more than 6 months in advance. To allow for the best chance of securing your preferred date, time, and venue we recommend a lead time of 4-6 months when submitting requests.

Requests must be submitted in writing using the online form on <a href="https://zilkergarden.org/rentals/">https://zilkergarden.org/rentals/</a> or emailing us at <a href="mailto:ZBGrentals@austintexas.gov">ZBGrentals@austintexas.gov</a> and requesting a digitally fillable Rental Reservation Worksheet. Once we have received a completed form, we will be able to check availability and verify if we will be able to accommodate the details and scope of an event.

Permit (rental) requests submitted through the Parks and Recreation WebTrac system do not constitute a confirmed rental, nor is the calendar of requestable times a reflection of actual space availability. The system will generate a receipt as proof of your request, but it is not a confirmation of your rental reservation. Please be advised that any patron using this system will still be required to fill out and submit a Rental Reservation Worksheet to begin the rental process.

Please note that due to the high volume of requests, all requests will be replied to in the order they were received, and we may require up to 3 business days to reply to a request. The City of Austin embraces equity and equality and does not permit discriminatory or preferential treatment of any rental request or transaction.

# Rentals Spaces, Capacities and Fees

The Zilker Botanical Gardens provides the option of both indoor and outdoor venues for a wide variety of events.

# Indoor Spaces

#### **Auditorium**

The Zilker Botanical Garden Auditorium is the largest of the Garden's indoor spaces. This 2,365 square foot room offers ample accommodation for meetings, celebrations, and classes. The Auditorium comes complete with stunning window views of the Taniguchi Japanese Garden and the South Lawn. Use of tables, chairs, podium, projector, bluetooth speaker or television is available upon request.



## Greene Room

The Magnolia Neighbors Greene Solarium or the Greene Room is the smallest of Zilker Botanical Garden's indoor rooms. This space includes a 182 square foot foyer perfect for small buffets or snack tables and a 399 square foot room to host meetings or small receptions. The floor-to-ceiling windows offer gorgeous views of the Taniguchi Japanese Garden and downtown Austin, allowing users to enjoy the benefits of a sunny day within the comfort of an airconditioned space.

#### Kitchen

Located adjacent to the Auditorium, this fully equipped warming kitchen is a convenient addition to any event where food is being served. While you cannot cook in it, the kitchen works wonderfully as a space for catering service prep. It's great for use during receptions, luncheons, and baby showers. It has available a stove (for warming purposes only), refrigerator, sink, microwave, and residential style dishwasher. Not for commercial rental use.

# Outdoor Spaces

## **Memorial Arch**

In the northwest corner of the Mabel Davis Rose Garden lies the exquisite Memorial Arch. Gorgeous ivy covers the arch in a blanket of green and remains green all through the summer and fall. The curved beds of roses on each side make the area an intimate spot within the larger Rose Garden. Undeniably the most popular spot for wedding ceremonies and proposals as well as photos for graduations, proms, and quinceañeras, this space is filled with the kind of romance that the great poets wrote about.



### **Butler Window**

Salvaged from the historic home of Michael Butler, built in 1873, the Butler Window is a beautiful brick structure that incorporates Austin history into the Garden and has become a striking focal point of the Mabel Davis Rose Garden. It's location in the garden offers visitors a spectacular view of entire the Rose Garden. It's a favorite for photos and proposals and is a gorgeous backdrop for small wedding ceremonies.

### The Promenade

Past the Memorial Arch and bordered by the Walk of Friends, sits the Promenade. This large area shaded by majestic oaks trees and glorious, giant, hanging staghorn ferns is a versatile space ideal as a venue for larger weddings and cocktail receptions. Impress your guests with gorgeous surroundings and an unmatched view of the terraced flower beds of the Mabel Davis Rose Garden.



#### The Alcove

Ensconced beneath the magnificent oak trees in the southeast corner of the Mabel Davis Rose Garden, this breath-taking, magical space beneath the trees is beautifully backdropped by the Rose Pond and Bickler Cupola imbuing the air with a feeling of old-timey romance. This idyllic spot is a great space for proposals as well as weddings and cocktail receptions.

# Taniguchi Japanese Garden Tea House

The Taniguchi Japanese Garden Tea House is a charming, rustic, open-air structure nestled in the heart of the Japanese Garden. The definition of intimate, this approximately 240 square foot structure, surrounded by bamboos and the soothing sound of the streams and koi ponds, lends itself perfectly to small wedding ceremonies, elopements, and memorial services.



# Hartman Prehistoric Garden Pavilion

Shaped like a giant dinosaur print, the Hartman Prehistoric Garden Pavilion sits atop a rock clad overlook that gives visitors panoramic views of the popular Hartman Prehistoric Garden. This spot in the heart of it all is surrounded by lush palms and ferns resembling the Cretaceous period and the trickling sounds of the garden's beautiful waterfall. The pavilion's whimsical, yet sophisticated, ambience make it the perfect outdoor space to host dinosaur themed birthdays, small get-togethers, or cocktail receptions.

# **Butterfly Garden Gazebo**

A taste of the English countryside right in the heart of Austin, the Butterfly Garden Gazebo sits atop a patio of natural Texas limestone and is surrounded by glorious riots of flowers shaded beneath beautiful live oak trees. a small, intimate wedding or elopement, children's birthday or private memorial nestled amongst the flowers and butterflies.



## South Lawn

The South Lawn's gorgeous views of the Austin skyline are second to none and the intimate, tucked away location adjacent to the Zilker Botanical Garden Center make it a perfect companion space to the Auditorium for weddings, proposals, and memorials. It is also chic and elegant venue for receptions and outdoor dining.

# Oak Grove

The Oak Grove is the largest of Zilker Botanical Garden's outdoor venues. This enchanting clearing, veiled in live oaks, is the ultimate party space for receptions, picnics, or performances while still allowing events to maintain an intimate ambience. The only fully electrified area of the Garden, the Oak Grove's trees are strung with elegant warm-colored lights to highlight any occasion and allow for festivities to extend into the evening. The stage and picnic tables offer readymade seating for guests and performers, while potable water



access makes coordinating catering or a food truck easy and convenient.

A summary of our base fees is below and is in accordance with the current City of Austin Parks and Recreation Department (PARD) Fee Schedule. These fees and maximum capacities are not subject to negotiation. However, additional fees may be applicable depending on the scope and needs of an event.

# **Standard Fees**

Damage Deposit	\$100 (refundable pending review of rental compliance)
Facility Reservation Deposit	\$50 (applied to rental fees)
Staff & Utilities Fee	<b>\$20</b> (per hour/per staff)
Set-Up Fee	\$35 (only applicable if garden staff are used for set-up)

# **Indoor Spaces**

	Auditorium	Greene Room	Kitchen
Max. Capacity- Standing Room	100	25	5
Max. Capacity- Theater	100	25	
Max. Capacity- Boardroom	80	12	
		4 hr. minimum use	
Non-Resident (4 hrs.)	<b>\$620</b> (flat rate)	<b>\$200</b> (flat rate)	<b>\$100</b> (flat rate)
Austin Resident (4 hrs.)	<b>\$620</b> (flat rate)	<b>\$200</b> (flat rate)	<b>\$100</b> (flat rate)
Additional Hours	<b>\$155</b> (per hour)	\$50 (per hour)	<b>\$25</b> (per hour)

# Mabel Davis Rose Garden

()litdoor (na	C O C				
Outdoor Spa	Ces	Memorial Arch	Butler Window	Promenade	Alcove
Max. Capacity		65	25	100	65
			2 hr. minimum u	Jse	
Non-Resident		\$350	\$350	\$350	\$350
(2 hrs.)		(flat rate)	(flat rate)	(flat rate)	(flat rate)
Austin Resident		\$325	\$325	\$325	\$325
(2 hrs.)		(flat rate)	(flat rate)	(flat rate)	(flat rate)
Additional Hours	Resident	\$162.50	\$162.50	\$162.50	\$162.50
(per hour)	Non- resident	\$175	\$175	\$175	\$175

		Taniguchi Tea House	Hartman Prehistoric Pavilion	Butterfly Gazebo	South Lawn	Oak (	Grove
Max. Capacity		20	15	25	100	10	)0
			2 hr. minimum use				
Non-Resident		<b>\$350</b> (flat rate)	<b>\$350</b> (flat rate)	<b>\$350</b> (flat rate)	<b>\$350</b> (flat rate)	\$450	\$900
Austin Resident		\$325 (flat rate)	<b>\$325</b> (flat rate)	<b>\$325</b> (flat rate)	<b>\$325</b> (flat rate)	\$450	\$900
Additional Hours	Resident	\$162.50	\$162.50	\$162.50	\$162.50		
(per hour)	Non- resident	\$175	\$175	\$175	\$175		

# **Booking Process**

# I. Rental Requests

As described in the above sections, the process begins when a request is submitted in writing to us using the online form on <a href="https://zilkergarden.org/rentals/">https://zilkergarden.org/rentals/</a> or emailing us at <a href="mailto:ZBGrentals@austintexas.gov">ZBGrentals@austintexas.gov</a> and requesting a digitally fillable Rental Reservation Worksheet.

The Events & Rentals Coordination Team will then review the Rental Reservation Worksheet for date availability and ability to accommodate the scope of the event and reply within 3 business days to your request.

# II. Availability

<u>Policy:</u> The Zilker Botanical Garden is dedicated to providing public events and programming throughout the year; therefore, there are limited days on which rentals may occur. The Event Coordinator will work with organizations and individuals to find a suitable date wherever possible.

The Garden 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. Outdoor rental spaces are not able to be closed completely, and the garden areas surrounding a rental space will remain open to the public.

#### **Venue Times**

Times listed for an event must include time for set-up, takedown, and clean-up. Below is a general summary of available times for rentals.

Indoor	Venues
Weekdays	10:00am- 6:00pm
Saturdays	10:00am- 10:00pm
Sundays	10:00am-10:00pm
Outdoor	Venues*
Spring & Summer (DST)	10:00am- 7:00pm
Fall & Winter (non-DST)	10:00am- 5:00pm

<sup>\*</sup> The Garden does not have lighting to be able to host evening rentals outdoors, with the exception of the Oak Grove. Inquire with the Events & Rentals Coordination Team for Oak Grove hours.

#### **Holidays & Closures**

As per the City of Austin, The Zilker Botanical Garden is closed for the following holidays and weekends:

New Year's Day

Christmas Day

- o Independence Day (4<sup>th</sup> of July)
- Thanksgiving Day
- o Christmas Eve

The Garden is open to the public, but unavailable for rentals, on the following holidays and weekends:

- New Year's Eve
   Presidents Day
   Juneteenth
   Black Friday
   Easter
- Martin Luther King, Jr. Day
   Memorial Day
   Veterans Day
   Mother's Day Weekend
   Father's Day Weekend

<u>Free Days:</u> The Zilker Botanical Garden hosts designated free days for the public each year. On these dates, we do not have availability for facility rentals (Dates vary each year; check the online calendar for specific dates)

<u>Zilker Park Festivals & Events:</u> Due to logistical concerns and road closures the Zilker Botanical Garden is closed for Zilker Park festivals and large-scale public events including, but not limited to, Zilker Kite Festival and Austin City Limits (ACL). This may include the days and weeks preceding (set-up) and following (take-down) these events.

Please verify that your event dates do not coincide with any closures or unavailable dates.

## III. Inclement Weather

The Zilker Botanical Gardens does not automatically provide alternate indoor spaces in the event of inclement weather. As weather can be unpredictable, it is the responsibility of the Renter to book both an indoor and outdoor space at the same time for their event if unfavorable weather conditions could be expected or have been forecasted as possible. Should inclement weather prevail, the rental fees (minus deposits & set up and staffing fees) for the outdoor space will be refunded in full, should good weather prevail the fees (minus deposits & set up and staffing fees) for the indoor space will be refunded in full.

Rental of all spaces is subject to availability. If a renter has not secured an inclement weather space with us as part of their rental, the Garden cannot guarantee use of any indoor space. If space is available, the Renter will need to pay any difference in rental rates in excess of the original space's rental fees prior to making use of the indoor space.

### IV. Approval

Upon approval, the Renter is required to sign the Facility Reservation Agreement (contract.)

Approval is at the sole discretion of the Garden and can be denied for various operational, availability, and logistical reasons.

Any deviation from the approved rental plan (including exceeding the number of attendees, start and end times, placing unapproved set ups, vendors, or entertainment, etc.) or failure to comply with all policies and stipulations in the Rental Guidebook and ZBG Reservation Agreement will result in cancellation of your event.

## V. Reservation Holds

A temporary hold of 14 calendar days from the date a rental application is submitted is extended to all renters to pay their deposits. If another party is interested in a tentative date, the current holder will have until the end of the 14-day hold, or 3 full business days from when the contract expires, to submit the deposit and signed agreement (the earlier of the two dates with prevail); otherwise, the tentative hold will be released on the fourth business day. Any attempt to rebook after the 14-day period is subject to availability and will require starting the booking process from the beginning.

# VI. Deposits

Once the Facility Rental Application and selected event are approved, the Renter must pay all applicable reservation deposits (converts to a damage and clean up deposit). A reservation is tentatively confirmed once a deposit is paid, and a signed reservation agreement is on file. Deposits may be made through our online portal at with credit card, money order, or check payable to the Zilker Botanical Garden. Cash, money order, and check payments must be made at the Parks and Recreation Department main office at 200 S. Lamar. MasterCard, Visa, and American Express payments may be made online or in person at the Garden.

# VII. Confirmation

An event is considered confirmed only when all rental fees have been paid.

# VIII. New Reservations and Changes to Existing Reservations

Requests for new reservations and changes to existing reservations must be received no later than two weeks before the event. With less than two weeks' notice, a reservation and/or change cannot be guaranteed. All new reservations and changes to existing reservations are subject to availability and approval. Having an existing reservation does not guarantee that changes or new reservations can be accommodated.

# Payment & Pre-Planning

# I. Pre-Planning

Once the event date is booked, depending on the size and type of the event, at least two pre-event walk throughs are required. One initial walk through and one final walk through 10 days or two weeks prior to the event to include the Renter, Event Coordinator, and any relevant vendor representatives (caterer, sound technician, etc.) Details must be finalized in the final walkthrough and are subject to change only in the event of an emergency. Any deviation from a finalized plan will result in the cancellation of an event.

# II. Billing and Payments

Full payment for rental fees is due 30 days prior to the event. If the event is booked less than 30 days prior to the event date, rental fees are due with the deposit and reservation agreement. Payments may be made with cash, credit card, money order, or check payable to the Zilker Botanical Garden. Cash money order, and check payments must be made at the Parks and Recreation Department main office at 200 S. Lamar. MasterCard, Visa and American Express may be made online or in person at the Garden offices.

# III. Vendors and Permitting

Choice of any third-party vendors including catering, music, florals, etc. are at the discretion of the Renter. We do not have a list of preferred vendors. All third-party providers/vendors must be licensed, qualified, and insured as applicable, with proof of such emailed to the Events & Rentals Coordination Team two weeks or 10 days prior to the event.

# IV. Cancellations

All rental reservations are subject to a 30-day cancellation policy. If the City or Garden cancels all deposits and fees paid are returned to user minus and fees for damages to property that have been assessed. If the user cancels more than 30 days before the scheduled event begins, all deposits and fees paid are returned to user. If the user cancels or fails to pay within 30 days before the scheduled event begins, attrition will be assessed 100% of the rental fee, 100% of the deposit are returned to user. If the user does not show up for the scheduled event time, no refund is given. Changes of venue, date and/or times of events are subject to approval and availability and may incur extra charges and fees for usage.

Every reservation is exclusive to the date, time and/or location contracted through the Buildings and Facilities Agreement and are not transferrable to another date, time, or location without a new signed agreement. All start/arrival and departure/end times will be strictly enforced. Extra time must be requested, in writing, a minimum of 2 weeks prior to the scheduled event and is subject to availability and approval. Arriving prior to the scheduled time or exceeding your contracted time will result in extra charges with payment due the same day prior to any departure from the Gardens after the end of a scheduled event.

# V. Force Majeure

The Facility Use Agreement will automatically terminate, and Organizer waives and releases any claim for damages or compensation from the City on account of termination if:

- The Property, structures and/or improvements are wholly or partially destroyed or damaged by any cause, casualty, or unforeseen occurrence; or
- Local, state, or federal imposed measures, travel restrictions, quarantines, or isolation in response to the outbreak of an infectious disease, epidemic or pandemic in the City that involves, includes or affects the Property, structures, improvements or staffing/employees, mass gatherings, public assembly or the Event; or
- Lightning, earthquakes, fires, storms, floods, and landslides; or
- Threat or act of terrorism, strike, sabotage, civil disturbance, or disaster declaration; or
- Circumstances beyond the City's control that materially impact or render the City's performance impossible.

# VI. Deposit Refunds

Deposits will be returned upon final inspection of the spaces used. If areas used are restored to their 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 can only be returned via the original system of payment. Deposits paid by check or cash will be mailed from the City of Austin to the Renter who signed the reservation agreement within 45-56 days following the rental date. Deposits made through the online WebTrac system will be refunded within 30-45 days following the rental date. Deposits made via credit card at Zilker Botanical Garden will be refunded within 3-5 business days following the rental date.

# Facility Amenities

## I. Event Staff

The Parks & Recreation Department requires staff to be on site at all times to monitor, inspect and secure the facility. During events, ZBG staff will be available to open and close the facility, work closely with the primary event contact to answer questions, provide assistance, setup and troubleshoot ZBG equipment, ensure that events end as scheduled on the rental contract, and that facility is clean and ready for the next scheduled use, and emergency assistance.

ZBG event staff are not available to volunteer at, or staff events, serve as in room A/V technicians for rental events, assist with renter setup, cleanup and takedown and/or supervise minors. All instructions given by staff to renters must be strictly adhered to.

# II. Kitchen Facilities & Catering

The Zilker Botanical Garden has a small warming kitchen facility available for use, which can be requested as part of the Facility Use Agreement with a kitchen rental fee. Kitchen rental use requires all caterers to have a certificate of insurance, regardless of whether the event is public or private. A temporary food permit is required if food is to be sold. If the above requirements are not met, under no circumstance will use of the kitchen be allowed. As the kitchen is for keeping food warm only, no cooking of any kind is permitted.

# III. Parking

Parking at the Zilker Botanical Garden is limited. Depending on occupancy projections we may be able to reserve up to 3 parking spaces for renter use. All other parking is on a first come, first served basis. Should the main facility parking lot become full, provided there is availability, guests, attendees, and participants of events will be directed to the gravel overflow lot on Stratford Rd.

Starting the last weekend of May through the last weekend of August, the lot is a paid parking lot. Zilker Botanical Garden will provide up to 15 parking passes free of charge for rental events. Additional parking passes may be purchased through the Events & Rentals Coordination Team.

# IV. Available Equipment

The facility has a variety of equipment available for use by rentals. 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. Renters will be responsible for coordinating their own setup with their chosen rental company to include drop-off, setup, and pick-up. All arrangements must be approved by and coordinated with the Events & Rentals Coordination Team. The facility does not provide any decor services, such as table linens, decorations or backdrops.

**Indoor Equipment** \*Permanent item, can be rearranged but cannot be removed from spaces.

Audio Visual	Size	Quantity	Description
Projector (Auditorium ONLY)	-	1	Ceiling mounted, digital projector
Projector Screen (Auditorium ONLY)	104 x 58	1	Ceiling mounted, remote activated
Surround Sound System (Auditorium ONLY)	-	1	HDMI connection for audio/video, CD & cassette players, microphone connection, sound mixer

Audio Visual (cont.)	Size	Quantity	Description
Handheld Microphone (Auditorium ONLY)	-	2	Wall mounted Connection
Lavalier Microphone (Auditorium ONLY)	-	1	Battery powered.
Apple/Android Device HDMI Adapters	varies	varies	Adapters for iPhone, iPad, Android, Mac/PC computers to HDMI/USB
Wi-Fi	-	2	City of Austin Wi-Fi networks
LCD Smart TVs	65" & 48"	<b>1</b> each	Rolling stand mounted, Wi-Fi capable, HDMI connections
A/V Cabling	varies	varies	USB/HDMI, Mac power cord
Set-Up	Size	Quantity	Description
Wide Metal Tables	72" x 30"	20	Foldable
Narrow Metal Tables	72" x 24"	10	Foldable
Large Glass Tables *	60" x 32"	2	Hunter green decorative wrought metal frames, glass top
Small Glass Console Tables *	42" x 21"	2	Hunter green decorative wrought metal frames, glass top
Glass Butler Carts *	36" x 18"	2	Hunter green decorative wrought metal frames, glass top, 1 wheeled
Credenza *	62" x 25"	1	Wooden base and top
Conference Chairs	standard	120	Chromed metal frames, brown/red tweed cushion and backs.
Wooden Conference Podium	-	1	Microphone holder, shelf for storage
Whiteboard (Auditorium ONLY)	100 x 52	1	Wall mounted

# Indoor/Outdoor Equipment

Audio Visual	Size	Quantity	Description
Bluetooth Speaker	medium	1	Harbinger V-series, mountable, sound mixing controls, electrical connection needed
Electrical Cords	varies	varies	Extension cords and power strips of varying sizes and capacities
Set-Up	Size	Quantity	Description
Banquet Round Tables	72"	10	White, plastic, foldable, seats 8-10
Lucite Podium	small	1	Clear Lucite/acrylic top, silver toned pedestal base

# Outdoor Equipment

Set-Up	Size	Quantity	Description
White Rectangular Tables	72" x 30	12	Plastic, foldable
Black Rectangular Tables	72" x 30	10	Plastic, foldable
Metal Folding Chairs	Standard	40	Light brown, lightly cushioned

# V. Room/Space Set-Up

ZBG Event Staff will set-up the Auditorium and Greene Room with ZBG owned furniture and equipment. The Auditorium and Greene Room have several standard set-up options. Custom setups using ZBG equipment must be approved by the Events & Rentals Coordination Team and requested using approved floor plan templates. You may request a copy of a floor plan from the Events & Rentals Coordination Team, who will review to determine if the request can be accommodated. Permanent furniture may be used but not removed from any space.

Set-up plans need to be provided to ZBG for approval a minimum of 2 weeks prior to the event date. Setup options in outdoor areas provided by Garden staff are limited to folding chairs and tables.

Additional set-up options should be arranged and are allowed through private rental companies. Set-ups done through third party vendors must still be reviewed and approved by the Events & Rentals Coordination Team and are the responsibility of the renter. Outside rental items must be picked up the next business day following the rental and should be stored out of the way of other room use needs until pick-up.

#### VI. Wi-Fi

Wi-Fi The Zilker Botanical Garden offers free, public wireless internet for center visitors, 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.

# Facility Use Requirements & Restrictions

## I. Responsible Party

The company/organization or person booking the facility is considered the event organizer and person financially and contractually responsible for the event. The responsible party/contract holder must be on site at all times during a rental.

#### II. Minors

Minors under the age of 18 must remain under direct supervision of adults or a person aged 18 and over at all times. Minors may not be left unsupervised in the facility while parents or guardians attend meetings/events.

#### III. Prohibited Items

The Zilker Botanical Garden reserves the right at any time to require any Renter to remove from the Garden any participant, animals, furniture, fixtures, wiring, exhibits at any time should they be deemed inappropriate or in violation of ZBG and City of Austin policies.

- No water slides, petting zoos, moonwalks/rockwalls, other inflatable attractions, and miniature trains.
- No equipment or décor using open or live flames, including fire pits, grills, gas/butane burners, candles, lanterns, tiki torches, or any other similar items. The use of propane for certain

- applications (ex. crawfish boil) must be approved by the Events & Rentals Coordination Team and requires special permitting.
- No use of rice, birdseed, loose feathers, confetti of any kind, fireworks, sparklers, sky or floating lanterns, live animals or balloons for release.
- o No use of artificial plant material in Garden areas or in plant beds or trees.
- No use of nails, duct tape, wire, staples, glue, stakes or any other unapproved form of attachment for equipment or décor. Indoor décor may use regular tape and removable hooks.
   Outdoor décor may use only zip ties to affix items.
- Tents are prohibited without approval of the Events & Rentals Coordination Team and may not be secured with stakes.
- No use of glass containers and Styrofoam.
- Use of tobacco products, including vapes, are prohibited by City Code in the park system. This
  includes all outdoors areas.
- No vehicles, including bicycles, in Garden areas.
- No drones are allowed.
- No sports balls or equipment may be used.

Renters will be required to pay the cost of repairing any and all damage which may be done to the Garden or any of its structures or plant life by any act or negligence of the renter, guests/attendees, vendors, agents or patrons brought or invited to the Garden for an event.

# IV. Room/Space Clean Up

The Renter is responsible for ensuring all rented space(s) and support spaces (kitchen, restrooms, etc.) to their original clean condition. The renter may opt to complete the cleaning with their team, volunteers, or hire their own cleaning crew. Cleaning requirements include but are 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 from outside vendors, stacking and transporting them to the pick-up
- Sweep, mop and/or vacuum floors
- Sweep and mop restroom floors and ensure all trash related to the event is in the correct receptacle.
- Sweep and mop kitchen floors, wash and dry all dishes, clean and disinfect all surfaces and equipment, and return all items to their correct designated storage.
- Remove and place all trash and debris resulting from rental in bags and place at the designated spot for ZBG staff to pick up and transport to the dumpster area.
- 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. ZBG event staff will assist you with locating cleaning supplies, identifying the location to return items, and will inspect the facility and rented areas with the Renter at the conclusion of event.

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 event 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.

Renters are responsible for any damage incurred to spaces, facilities and/or equipment due to refusal to comply with cleaning policies. Failure to clean and leave a space in the appropriate condition will result in ZBG retaining all deposits and may include additional charges and penalties for the cost of cleaning.

# V. Recycling

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 bags for purposes of allowing ZBG event staff to easily transport items to the correct dumpster. Renters are requested to please encourage their guests to use the recycling containers provided.

# VI. Space Capacities & Headcounts

Renters are required to adhere to the specified room/space max capacities. Any instance of a Renter exceeding a maximum headcount/space capacity will result in immediate cancellation of an event, all fees will be retained by the City, and the Renter will need to vacate the Garden immediately.

# VII. Storage

The facility will not accept any freight, packages, or other delivered items on behalf of the Renter. Items may not be stored before or after the contracted reservation time.

# VIII. Loading and Offloading

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

## IX. Permitting

Some rental activities require a permit to operate, including but not limited to such things as serving and selling alcohol, Health & Human services catering and food concessions for public events, 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 10 days in advance of rental. Please allow ample time to apply for and receive permits prior to the event date.

<u>Permit information</u> is available on the PARD Special Events Website. Please review the Large Events section of this Guidebook for more information on permits needed for large gatherings.

# X. 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. The Zilker Botanical Garden does not currently offer any of its rooms free of charge.

# XI. Conduct

Renters, guests/attendees, vendors, agents or patrons brought or invited to the Garden for an event are required and expected to follow all policies and ZBG/ZBGC staff instructions and directives regarding conduct. Prohibited forms of conduct include but are not limited to:

- Use of foul or vulgar language.
- Use of hate speech or derogatory/discriminatory language, terms and epithets.
- Aggressive, belligerent, harassing or violent behavior towards staff and/or other patrons or guests.
- Scaling, climbing, sitting, jumping from, hanging off, vandalizing or otherwise improperly making
  use of Garden facilities, equipment, structures, animal life, and plant life and their supporting
  structures including but not limited to plant beds, retaining walls, fences, exhibits, and artwork.
- o Refusal to comply with staff instructions and directives.
- Intoxication with alcohol or illegal substances is considered public intoxication and is strictly prohibited by law.
- o Providing alcohol or illegal substances to minors.
- Clipping, cutting, picking, or collecting samples of Garden plant life or seeds. If a patron/renter is interested in samples or seeds for propagation in studies within certain fields of academia, they may contact the Garden Program Manager to obtain possible permission.
- o Exceeding sound limitations for sound systems and music.
- Roughhousing or physical play.
- o Canvassing, fundraising, or solicitation of any kind.

Engaging in any of these behaviors, similar behaviors or any 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.

# Alternative Funding Options

# I. Collaborations

PARD facilities determine programming priorities based on public input. PARD programs also take into consideration their 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.

Collaboration applications are available upon request.

## II. Co-Sponsorships

Community events may be eligible for co-sponsorships if they are consistent with City of Austin and PARD's mission, provided the events comprise a valuable public benefit beyond the intrinsic value of the program, are appropriate to the Garden, 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-scale events (more than 1,000 attendees expected) are handled by PARD's Special Events Office and must meet the requirements of the Special Events Ordinance.

Co-sponsorships applications are reviewed by the Garden Manager, reviewed by the Special Events office, and approved by the Division Director and Assistant City Manager.

#### III. Fee Waivers

The Zilker Botanical Garden is unable to waive fees. Citizens may directly request fee waivers only from City Council. The City Council may elect to waive all or a portion of the rental fees upon approval of a request.

# Multi-Venue Events

Rentals utilizing more than 2 rental spaces or that have complex logistical needs are subject to additional processes and requirements. They may also incur additional fees.

#### I. Additional Rental Fees

Due to the expanded scope and logistics of multi-venue events, rental fees, unless otherwise indicated, are calculated on a per day basis.

#### **Fees**

Event Deposit	\$400 (refundable pending review of rental compliance)
Multi-Venue Rental Fee	<b>\$3,000</b> (per day)
Maintenance Fee	\$.10 (per person/per day)
Staffing Fee	\$40 (per hour/per staff)
Set-Up/ Takedown Fee	<b>\$500</b> (per day)
Utilities Fee	<b>\$500</b> (per day)
Ticket Remittance (ticketed events only)	\$1 (per ticket/per day)

### II. Site Plan

All Multi-Venue events must submit a detailed site plan for approval. First drafts of the site plan must be submitted a minimum of 6 weeks prior to the event. Final Site plans must be submitted not later than 2 weeks prior to the event. The Garden Manager and Events & Rentals Coordination team will give renters a list of what information is needed for a specific event site plan. Site plans may include (where applicable) the following information:

- Contact List- list of all points of contact for all meeting planning, day of contact, and emergency contacts.
- Vendor List- comprehensive list of all vendors participating in the event or being used for setup/takedown, with contact information.
- Staffing List- List of names of all staff scheduled to work at an event, including set-up/takedown.

- Timeline- detailed breakdown of event order, including all days of set up and takedown, equipment drop offs, staff arrivals/departure, vendors arrivals/ departure, road closures, and day of order of events.
- Floor Plans- Detailed diagrams and information regarding set-up/layout of each venue. This may include seating charts, bar/concession locations (including food trucks), service area plan, vendor locations, tenting plan, portable restroom plan, diagram of paths that will be used and circulation patterns, lighting and A/V layout noting paths of any electrical cords being use, and locations where staff, security, and medical support will be posted.
- o **Décor Plan** Diagrams, images, and information of proposed décor plans
- o **Insurance** Copies of liability insurance policies. Event liability policies must include coverage for vehicles parked at the facility or in adjacent parking lots by anyone associated with the event.
- Security Plan- Contact Information for security services and diagram of where security agents will be posted.
- Medical Support Plan- Contact Information for medical support services and diagram of location of where medical support personnel areas will be located.
- Traffic Control/Road Closures Confirmation of APD traffic services, calendar of road closures, and map of road closures and detours.
- o Parking Plans- Diagrams and information for both guest parking and staff parking.
- Permitting- Copies of all pertinent permits needed to operate. This may include permits for amplified sound, temporary concessions, alcohol, tenting, health & human services permits (food handlers/manager), and staging, among others.

#### III. Event Staff

As with any event, the Parks & Recreation Department requires staff to be on site at all times to monitor, inspect and secure the facility. During multi-venue events, ZBG staff will be available to open and close the facility, provide monitoring and direction to vendors, event managers, and agents of the event regarding setup, assistance troubleshooting utilities equipment, monitoring garden areas during the event to ensure that all persons associated with an event are adhering to ZBG and City of Austin policy and procedures, make sure that facility has been cleaned appropriately, and for emergency assistance. All instructions given by staff to renters, vendors, or other persons associated with an event must be strictly adhered to.

ZBG event staff are not available to volunteer at or staff events, physically assist with renter setup of non-ZBG equipment, cleanup and takedown and/or supervise minors.

## IV. Food & Beverage Samples, Concessions & Food Trucks

Due to the size of our facilities and the logistics of food service in the Garden, we do not allow multivenue events to have plated or buffet meals for large gatherings. Concessions in the form of tabling/booths or food trucks is permitted. The sale and/or distribution of food must be in compliance with all applicable health codes and requires the renter to obtain all necessary permits.

Concessionaries may not use the ZBG Kitchen for the cooking of food. It may be used for holding food service equipment on the day of the event. Food truck vendors must acquire a Temporary Concessions Permit to operate in the Garden. Renters must submit a list of participating food trucks with their vehicle dimensions, as well as include a detailed layout of where trucks will be located and how they will be arranged to the Events & Rentals Coordination Team a minimum of 14 days prior to the event. Food Trucks are not permitted in the Garden areas and must be arranged in the parking lot.

#### V. Vehicles

Vehicles are not permitted in Garden areas. If a vehicle is required for bringing in large items for set up, the renter must obtain special approval from the Garden Manager and take appropriate precautions to protect turf, trees and other plant life as well as irrigation systems. Once items have been unloaded the vehicle must be removed immediately.

ZBG club carts or garden carts may not be used by non-ZBG staff. Multi-venue events may choose to bring in their own carts, with Garden Manager approval, but are restricted to using them on approved cart paths and may not use them outside of the prescribed event areas.

# VI. Insurance Requirements

Insurance naming the City of Austin as additional insured is required for all public events, rental/use of the commercial kitchen, and those that involve running, biking, walking, athletic competitions, events where alcohol is consumed, and when third-party vendors will conduct work on site or when required by facility.

Additional insurance may be required of permit requestors (liquor/other approval amenities) or as required by the Facility Reservation Agreement. All rentals requiring insurance are due on file 10 business days in advance of rental. (\*Public events in the conference rooms do not require a certificate of insurance.)

#### VII. Sale & 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 PARD Director, general and liquor liability insurance, TABC permit for the sale of alcohol and the condition that the Renter understands and accepts the PARD 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.

# VIII. Large Events

Events with 1,000 or more attendees are considered Special Events, they require special approval from the Garden Manager, trigger additional requirements not listed here, and will be coordinated in cooperation with the PARD Special Events Office. Large events would not follow the process in the sections above. Interested organizers will need to fill out an ACE Event Application and fees, permitting requirements, site plan requirements, among other items will be different.

For more information on organizing large events please visit the PARD Special Events Office website at <a href="https://www.austintexas.gov/page/special-events-policies-procedures">https://www.austintexas.gov/page/special-events-policies-procedures</a>.



# **Renter/Rental Name**



# Clean Up Check List

This form must be completed by facility staff with the renter at the end of their rental reservation. In order to process a full refund, and avoid any additional charges, all tasks included on this list must have been completed by the renter before the end of the allotted rental time. A signed copy of this form will be e-mailed to the renter.

	ZBG tables and chairs have been wiped down of food & beverages and disinfected.			
	ZBG A/V equipment has been collected and stored in the correct areas.			
	Outside equipment has been removed, transported and stacked in front of Garden Center for pick-up.			
	All décor and personal items (including tape, strings, ribbons, zip ties, etc.) have been removed. No large props (arches, posters, signs, stands, flowers, etc.) have been left behind.			
	All trash and litter associated with the event has been picked up, bagged, and placed in the correct location for transport by ZBG staff. Boxes have been broken down and placed with other trash, bags have been replaced in all trash receptacles used.			
	All floors of rooms used during rental (including restrooms) have been swept/vacuumed and mopped.			
	Kitchen surfaces and equipment used have been cleaned and disinfected, dishes used have been washed, dried, and placed in their correct designated areas with sink clean and free of items associated with the reservation.			
	Restroom trash is in the correct receptacles and no commodes have been clogged.			
	All rooms/spaces have been checked for damage and found to be in as good condition as they were at the beginning of rental (no broken equipment, windows, tiles, décor taken down, etc.)			
	Instructions from staff were adhered to without issue.			
	Reservation ended, spaces were cleaned up, and all parties vacated the property before the end of the use period.			
Note	Rental Arrival Time Rental Departure Time			
Staff Sign	nature Date			
Renter S	ignature (refusal to sign does not invalidate staff findings)  Date			
Deposit	Receipt Number Refund Receipt Number			