



STATE PRESERVATION BOARD

POLICY FOR EVENTS IN THE CAPITOL AND CAPITOL EXTENSION

- (A) **DEFINITIONS.** The following words and terms, when used in this section, shall have the following meanings, unless the context clearly indicates otherwise.
- (1) Event -- Any performance or ceremony held in the public areas of the Capitol or Capitol Extension.
 - (2) Public Areas of Capitol and Capitol Extension -- The hallways, entrances, vestibules, stairways, light courts, rotundas, and other areas adjacent to and near the rotunda, central gallery, state seal court.
 - (3) Public Purpose -- As defined in Texas Administrative Code, Title 13, Part 7, Chapter 111, §111.14(a)(3). The chief test of what constitutes a public purpose is that the public generally must have a direct interest in the purpose and the community at large is to be benefited. Campaign activities are prohibited in the public areas of the Capitol and Capitol Extension.
 - (4) State Official Sponsor -- The Governor, the Lieutenant Governor, the Speaker, a Senator, or a State Representative.
- (B) **DAMAGE FEES FOR USE OF CAPITOL AND CAPITOL EXTENSION.**
- (1) The State Preservation Board (SPB) has the authority to collect damage fees for the cost of damage to the Capitol or Capitol Extension that directly results from the event.
- (C) **EVENT APPROVAL CRITERIA FOR CAPITOL AND CAPITOL EXTENSION.**
- (1) Events shall be approved and scheduled by the SPB upon the recommendation of a state official sponsor as described in subsection (A)(4) of this policy.
 - (2) Events must be for a public purpose as defined in subsection (A)(3) of this policy.
 - (3) Requests must be submitted on SPB forms no later than one week prior to the event. These forms are located on the SPB website www.tspb.state.tx.us or can be obtained by contacting the SPB office.
 - (4) Incomplete requests will not be considered.
 - (5) Performances will be restricted to the following designated areas:
 - (a) the first floor rotunda of the Capitol; and
 - (b) the open air rotunda of the Capitol Extension.
 - (6) Use of the Capitol rotunda is permitted between 12:00 p.m. and 1:00 p.m. only.
 - (7) Events will not be approved if they:
 - (a) have no obvious public purpose as defined in subsection (A)(3) of this policy;
 - (b) are determined by the SPB to be inappropriate to the historical setting of the Capitol or Capitol Extension;
 - (c) promote a commercial enterprise;
 - (d) obstruct entrances or interrupt traffic flow through the building;
 - (e) have the potential to cause damage to state property (including, but not limited to, the Capitol or Capitol Extension's exterior walls, interior walls, doors, windows, woodwork, or floors);
 - (f) obstruct the view of or access to fire-fighting equipment, fire alarm pull stations, or fire hydrants;
 - (g) involve the use of any flammable, hazardous, or odorous chemicals or materials, torches, candles, or other open-flame illuminating devices or fires, or are determined to be a fire hazard by the Capitol Fire Marshal;

- (h) involve the use of signs or placards attached to objects that might cause damage to the Capitol or Capitol Extension.
 - (i) involve balloons in the Capitol or Capitol Extension.
 - (j) violate the gambling provisions of Texas Penal Code §47/02.
- (8) Events may not interfere with a legislative session or regular state business conducted in the Capitol or Capitol Extension.
- (9) Sound equipment, chairs, podiums, or other equipment ordinarily required for ceremonies, presentations, or performances may be used only with prior approval by the SPB, and shall be furnished by the requesting party. The SPB has a limited supply of equipment that may be rented for a fee. Installation is subject to inspection.
- (10) The State of Texas, the SPB, or any employees of the SPB are not liable for any injury which may occur to any person during events in the Capitol or Capitol Extension.
- (11) The SPB is not responsible for the loss or damage of any equipment or other property of the event holder which may occur during events held at the Capitol or Capitol Extension.
- (12) All art, photographic exhibits, banners, streamers, or posters, used during an event must be on freestanding displays. Such materials may not be hung from walls or railings.
- (13) Event-holders are responsible for ensuring that all art, photographic exhibits, banners, streamers, posters, or other decorative or explanatory items comply with the terms of the Federal Copyright Act of 1976 and all subsequent amendments. The SPB is not responsible for any violations of this statute resulting from events held at the Capitol or Capitol Extension.
- (14) Fund-raising on the premises is prohibited unless the fundraising directly benefits the Capitol or unless it is part of a gubernatorial inaugural event or a similar event approved by the Board.
- (15) Vendors and/or the promotion of a commercial enterprise involving the exchange of money are prohibited.
- (16) Security requirements other than those routinely provided by Capitol DPS are the responsibility of the organizers.
- (17) The event holder is responsible for clean-up of the area immediately after the event. The SPB will inspect the area to determine that it has been adequately cleaned.

(D) INDEMNIFICATION

- (1) Event holder agrees to defend, indemnify and hold harmless the SPB, the State of Texas, all of its officers, employees and agents from any and all claims, actions, suits, demands, proceedings, costs, damages, or liabilities brought by any third party which result from the event holder's presence, equipment, or use of the Capitol or the Capitol Extension.
- (2) Event holder agrees that the SPB, the State of Texas, all of its officers, employees and agents are now and hereafter relieved of any and all responsibility and liability for any and all injury, loss or damage that the event holder, its agents and invitees or their property may incur as a result of or during the event holder's use of the Capitol or the Capitol Extension, provided said injury, loss or damage is not the result of the negligence of an SPB employee. Therefore, event holder on its own behalf and on behalf of its agents and invitees hereby agrees to hold harmless, indemnify and defend the SPB, the State of Texas, all of its officers, employees and agents from and against any and all costs, damages, fees, expenses, or liability of any type or nature related to the same.
- (3) Event holder further covenants and agrees to indemnify and to fully pay and reimburse the SPB any and all costs of replacement of damaged property, and for the restoration and repair of the Capitol or Capitol the Extension which in any way are damaged, destroyed or otherwise defaced or harmed as a result of use by the event holder, its agents or invitees.