



STATE PRESERVATION BOARD

POLICY FOR EXHIBITS IN THE GROUND FLOOR ROTUNDA AND THE 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) Exhibit - Any display of artwork, including paintings, sculptures, arts and crafts; photographs; public service and general interest presentations; and historical displays.
 - (2) Public Areas of the Capitol and Capitol Extension:
 - (a) Ground Floor Rotunda (basement level of the Capitol);
 - (b) South Central Gallery on Extension level E2;
 - (c) North Central Gallery on Extension level E2.
 - (3) Public purpose - As defined in Texas Administrative Code, Title 13, Part 7, Chapter 111, §111.13(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.
 - (4) State Official Sponsor - The Governor, the Lieutenant Governor, the Speaker, a State 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 and Capitol Extension that directly results from the exhibit.
- (C) **CRITERIA FOR EXHIBIT APPROVAL**
- (1) Exhibits 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) Exhibits must be for a public purpose as defined in subsection (A)(3) of this policy.
 - (3) An SPB agreement form must be completed one week prior to the date being requested.
 - (4) Incomplete requests will not be considered.
 - (5) The SPB reserves the right to require the exhibitor to make aesthetic changes to the exhibit.
 - (6) Exhibit space will be assigned based primarily on the size, scope, and design of the exhibit.
Exhibits are prohibited in the Capitol Rotunda.
 - (7) Exhibitors must bear all costs of assembling, displaying, and removing exhibits. **If Capitol Extension loading dock access is needed, exhibitor must contact the Event Coordinator at least 24 hours in advance and provide the following information: type of vehicle(s) requesting access, license plate number of vehicle(s), name of driver, and time(s) and date(s) that access will be required.**
 - (8) All exhibits must be free-standing. Art and photographic exhibits must be secured to tripods, backdrops, or free-standing displays.
 - (9) Exhibits may not:
 - (a) hang from or attach to walls or railings;

- (b) lean against walls, columns or benches;
 - (c) obstruct entrances;
 - (d) interrupt traffic flow through the building;
 - (e) damage walls, woodwork, or floors;
 - (f) obstruct the view of or access to firefighting equipment or fire alarm pull stations; or
 - (g) involve the use of any flammable, hazardous, or odorous chemicals or materials, torches, or other open-flame illuminating devices or fires.
- (10) Exhibits will not be considered for display in the Capitol and Capitol Extension if they:
- (a) feature one individual's artwork for the purpose of commercially advertising that individual's artwork;
 - (b) promote a commercial enterprise or involve the exchange of money;
 - (c) have no obvious public purpose; or
 - (d) have an illegal purpose.
- (11) Exhibits may include only a basic artist information along with each piece of artwork. Distribution of business cards or other artist contact information is prohibited.
- (12) The exhibitor is responsible for the security of all exhibit items. If other than routine security provided by the Capitol DPS is needed for the exhibit, the exhibitor will bear such costs. The State of Texas, the SPB, or any employee of the SPB shall not be held liable in case of damage or loss to an exhibit while it is on display in the Capitol and Capitol Extension.

(D) SCHEDULING EXHIBITS

- (1) Exhibits may be displayed for up to 5 working days.
- (2) A time extension for exhibits may be considered by the SPB if space is available.
- (3) No more than one exhibit will be approved for display on the same day in a designated area.

(E) INDEMNIFICATION

- (1) Exhibit 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 exhibit holder's presence, equipment, or use of the Capitol or the Capitol Extension.
- (2) Exhibit 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 exhibit holder, its agents and invitees or their property may incur as a result of or during the exhibit 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, exhibit 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) Exhibit 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 exhibit holder, its agents or invitees.