



STATE PRESERVATION BOARD

## **POLICY FOR USE OF THE TEXAS CAPITOL GROUNDS**

Contact the SPB Events Staff with any questions

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## POLICY FOR USE OF THE TEXAS CAPITOL GROUNDS

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### A. DEFINITIONS

The following words and terms, when used in this document shall have the following meanings, unless the context clearly indicates otherwise.

1. **Event** - Any performance, ceremony, presentation, or activity held on the Capitol Grounds.
2. **Public Purpose** - As defined in Texas Administrative Code, Title 13, Part 7, Chapter 111, §111.20(a)(2). 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 on the Capitol Grounds.
3. **Capitol Grounds** - As defined in Texas Administrative Code, Title 13, Part 7, Chapter 111, §111.20(a)(3).
4. **State Official Sponsor** - The Governor, the Lieutenant Governor, the Speaker, a State Senator, or a State Representative.

### B. SCHEDULING PROCEDURES

The SPB is charged with overseeing and protecting the building, therefore, retains discretion to deny any application or request that might involve risk to the public or potential liability for a state agency or official. Additionally, the SPB may require a group to halt any event whose participants violate this policy or requirements set in the Texas Administrative Code. It may impact future event applications if an event diverges from the program described in the event application or refuses to follow instructions by Capitol DPS or an agent of the SPB.

1. All Capitol Grounds events must be approved and scheduled by the SPB upon the recommendation of a state official sponsor as described in subsection (A)(4) of this policy. Requests must be received by the SPB no later than one week before the date requested.
2. Reservations may be made up to six months in advance of the date of the event. Prior to a legislative session, the calendar for the entire legislative session is available six months from the start of each session.
3. All events must have a public purpose as described in subsection (A)(2) of this document.
4. No event on the Capitol Grounds shall exceed 3 hours in length and must conclude by 8 pm.

5. In the event of inclement weather, the State Preservation Board (SPB) does not move events to in indoor space. Additionally, to ensure public access as well as accommodate other special events, the SPB does not allow for "rain dates" to move an event to a later date.

### **C. CRITERIA FOR APPROVAL OF GROUNDS EVENTS**

1. Approval will not be granted if it is determined that the event:
  - (a) Promotes a commercial enterprise
  - (b) Obstructs entrances or interrupts traffic flow through the building
  - (c) Obstructs the view or access to firefighting equipment, fire alarm pull stations, or fire hydrants
  - (d) Involves the use of flammable, hazardous, odorous chemicals or materials except as approved by the SPB;
  - (e) torches, candles, or other open-flame devices or fires except as communicated to and approved by the SPB
  - (f) Involves the use of cannons (cannons are not permitted on the Capitol Grounds for any event.);
  - (g) Involves the use of signs or placards attached to objects on the Capitol Grounds that might cause damage
  - (h) Involves the use of balloons for the purpose of release or distribution to individual attendees  
Balloons are not permitted inside the Capitol
  - (i) May cause physical damage to state property (including but not limited to the Capitol's exterior walls, doors, windows, lighting, monuments, fencing, lampposts, walkways, driveways, curbs, signage, irrigation system, trees, grass, plants, or flower beds)
2. Intended use may not interfere with any legislative session or the regular use of the Capitol Grounds for the transaction of state business.
3. Sound equipment, chairs, podiums, tents, or other equipment required for ceremonies, presentations, performances, rallies, or press conferences must be approved by the SPB prior to the event, but furnished and installed by the requesting party. Installation approval is subject to inspection by SPB staff and the Capitol Fire Marshal.
4. The State of Texas, the SPB, or any employee of the SPB are not liable for any injury which may occur to any person during any event or the loss or damage of any equipment or other property of the event holder.
5. A properly approved request to use the Capitol Grounds for a lawful public purpose shall constitute tacit acceptance by the organizer of all legal and financial liability for any damage to state property, or for any personal injury caused by the described activity, or occur as a result of the activity.
6. Security services other than those routinely provided by Capitol DPS are the responsibility of the organizers; however, the SPB must approve any additional security arrangements.

7. Fundraising on the premises is not allowed unless the fundraising directly benefits the Capitol or unless it is part of the gubernatorial inaugural or a similar event approved by the SPB, and the funds are designed to recover the direct costs to the state for the event or activity.
8. Vendors or the promotion of a commercial enterprise involving the exchange of money are prohibited.
9. Events may not violate the gambling provisions of Texas Penal Code §47.02.
10. No signs or placards may be attached to any part of the Capitol, including, but not limited to fences, lampposts, trees, etc., except as approved by the SPB.
11. Organizers will be held responsible for clean-up of the area. SPB will conduct an inspection of the area to determine whether it was adequately cleaned and that there are no damages. The organizer will be responsible for the costs of any additional clean up or damage repair.

#### **D. FEE AND DAMAGES**

1. A fee may be required from persons or entities reserving the Capitol Grounds for any scheduled event or activity. The amount of the fee will be set by the SPB upon review of the event application and will be designed to recover the direct and indirect costs to the state for the event or activity. The fee must be received in the office of the SPB no later than one business day prior to the event. If the fee is not received, the reservation will be canceled.
2. Except in cases of inclement weather, refunds will only be issued if cancellations are received at least one business day prior to the event. In case of inclement weather on after-hours, weekend or holiday events, the event holder must cancel the event within one (1) hour of the set-up time stated on the event application to receive a full refund. Otherwise, all applicable fees will apply.
3. The SPB has the authority to collect damage fees for the cost of any damage to the Capitol or Capitol Grounds that results from event.

#### **E. 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 Grounds.
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 Grounds, 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 Grounds 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.

## F. POLICY FOR USE OF THE TEXAS CAPITOL DRIVEWAYS AND WALKWAYS

**\*\*\* Only for event that involves use of the Texas Capitol driveways and walkways \*\*\***

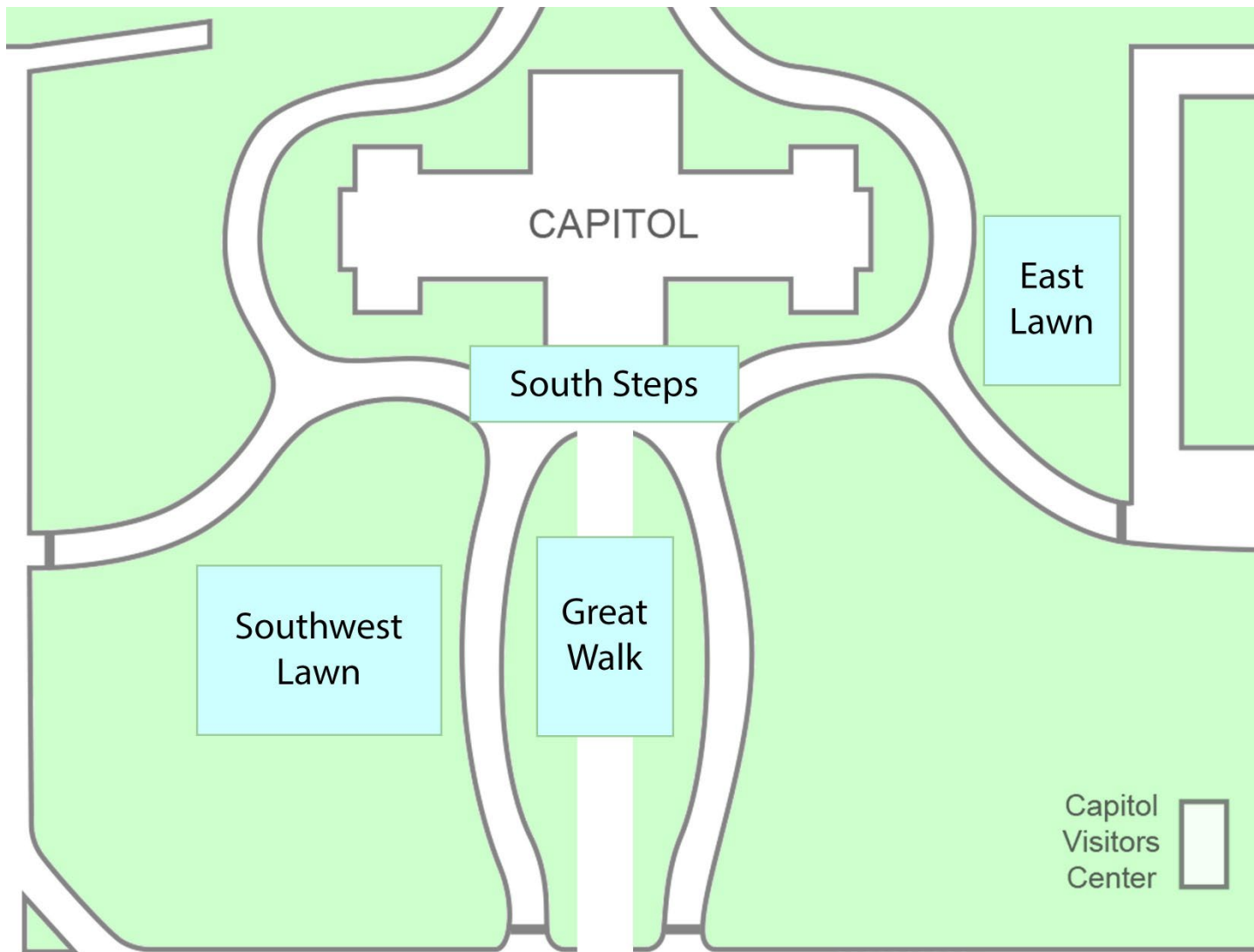
This policy addendum covers fun runs, competitive races, walks, and other events that involve the use of the Texas Capitol driveways and walkways. In addition to abiding by the terms contained in the Capitol Grounds Policy, the Event Holder understands and agrees to adhere to the following terms:

1. Event Holder will pay for Department of Public Safety (DPS) personnel to be stationed at any bollards that must be deactivated for purposes of the event, while the bollards are deactivated. The rate for such personnel will be established by DPS.
2. The State Preservation Board reserves the right to rescind Event Holder's usage of the driveway and walkway in the event that the Legislature is in session or in the event that any other unforeseen State business must be transacted. Event Holder is encouraged to develop a backup route to avoid disruption of the event. In addition, the SPB may rescind Event Holder's usage of the driveway or walkway in response to an act of war, order of legal authority, act of God, or other unavoidable cause.
3. No sponsored race or walking event may be held on the driveway or on walkways during the regular business hours of Monday through Friday, 7:00 am to 6:00 pm.
4. Before the event can be approved by the SPB, Event Holder must provide the SPB with an original Certificate of Insurance completed by an agent authorized to bind the named underwriter(s) and their company to a Commercial General Liability policy with a combined single limit for bodily injury and property damage of \$500,000 per occurrence or its equivalent, with a \$1,000,000 General Aggregate. Such coverage shall be for a term sufficient to cover the term of the event. **The original certificate must name the State Preservation Board and the State of Texas as additional insured with a 30-day cancellation notice. The original Certificate of Insurance must have the agent's original signature, including the signer's company affiliation, title, and phone number, and be mailed directly from the agent to the SPB.** Insurance certificate can be attached in the online request, or emailed to the SPB Events Staff at [Capitol.Events@tspb.texas.gov](mailto:Capitol.Events@tspb.texas.gov) or call **512.463.3051** with any questions.

## G. CAPITOL GROUNDS EVENT LOCATIONS

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The Capitol Grounds location options are the South Steps, Great Walk, East Lawn, and Southwest Lawn. Capitol driveways and walkways may also be requested for use.



[Location Photos](#)