



STATE PRESERVATION BOARD

**POLICY FOR USE OF
THE TEXAS CAPITOL EXTENSION AUDITORIUM
CAPITOL EXTENSION, ROOM E1.004**

Contact the State Preservation Board Event Staff with any questions.

Capitol.Events@tspb.texas.gov

(512) 463-3051

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POLICY FOR USE OF THE TEXAS CAPITOL EXTENSION AUDITORIUM CAPITOL EXTENSION, ROOM E1.004

A. PURPOSE

These guidelines are established to provide a fair and consistent usage policy for the Capitol Extension Auditorium. Any event holder determined to be in non-compliance with these guidelines will not be permitted to use the Auditorium or other rooms managed by the SPB again for one calendar year following the date of the event.

B. DEFINITIONS

1. Official State Business includes activities authorized under the powers and duties of the legislative office holder or state agency requesting use of the room. This would include member hosting of constituent groups and other legislative activities planned and hosted by a member's office, and the official state business of a state agency.
2. Activities that would not be considered official state business include use of the room by lobby and other special interest groups, business groups, chambers of commerce, counties, non-profit groups and other non-state government organizations.
3. "Event holder" means the legislative office, state agency or non-state government organization using the Capitol Extension Auditorium for a specific event.
4. "Event sponsor" means the legislative office that is sponsoring a non-legislative event.
5. "Legislative office" includes:
 - (a) Office of the Governor
 - (b) Office of the Lt. Governor
 - (c) the Speaker's Office
 - (d) the Senate
 - (e) the House of Representatives.

C. RESERVATION PRIORITIES

Reservation of the Auditorium is on a first-come, first-serve basis. A legislative committee meeting will pre-empt any previously scheduled meeting. A full refund will be issued if a reservation is cancelled due to a legislative committee meeting.

D. USE OF THE CAPITOL EXTENSION AUDITORIUM

1. The Auditorium may only be used for events that serve a public purpose, as that term is 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 in the Auditorium.
2. The Auditorium is **not** to be used for:
 - (a) Commercial, profit-making, fundraising, advertising, or campaign purposes.
 - (b) Groups planning to charge admissions, make collections, seek contributions, give door prizes, hold auctions or raffles, gambling of any sort, or otherwise exchange money or benefits while using the room.
3. A state agency may charge a fee to offset state expenses of holding the event. If a state agency charges a fee, it must be collected offsite. No fees may be collected in the Capitol, Capitol Extension or on the Capitol Grounds.
4. The Auditorium may be reserved by legislative offices for official state business by contacting the SPB Event Staff. Email: Capitol.Events@tspb.texas.gov or phone: 512-463-3051.
5. The Auditorium may also be reserved for activities that are not the official state business of a legislative office or state agency provided these events serve a public purpose, have a legislative sponsor and the use fees are paid. Applicants must first reference the online calendar to look for available dates and times, and then complete the online application form. In addition, Legislative offices must submit a sponsorship form to the SPB Event Staff for each event that they have agreed to sponsor.
6. The Auditorium may not be used for personal celebrations.
7. 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.

E. PAYMENT OF FEES

1. Fees: \$200 (4 hours or less) / \$400 (more than 4 hours)
2. Payment of Fees: Must be paid in full no later than prior to the event. If the fee is not received, the reservation will be canceled. The SPB Event Staff will contact you with the fee total after review and approval of this application. Fees may be paid by check made payable to the State Preservation Board. Refunds will only be issued if cancellations are received at least one business day prior to the event.

F. ROOM OCCUPANCY & ROOM HOURS OF OPERATION

The maximum occupancy of the Auditorium is 350.

Hours of Operation

Monday - Friday 7:00 a.m. - 8:00 p.m.

Saturday and Sunday 9:00 a.m. - 8:00 p.m.

G. RESPONSIBILITIES AND RESTRICTIONS

1. Food and drinks are not permitted in the Auditorium at any time.
2. Food and drink tables may not be set up in the area outside of the Auditorium. The only tables allowed in the area immediately outside the Auditorium are those holding registration materials or event information.
3. Signage or decor in the area adjacent to the Auditorium must be freestanding and may not include lobbying or exhibit items. Balloons are not permitted inside the Capitol Building.
4. State property in the Extension Auditorium may not be removed.
5. Nothing may be attached to the walls, surfaces, or furnishings inside the Auditorium or on the doors and walls outside of the Auditorium.
6. Changes in schedule or room cancellations may be made through the SPB Event Staff. Cancellation of reservations should be made as soon as possible, or at least 24 hours in advance of the scheduled meeting by the original requestor. The SPB Event Staff will provide e-mail confirmation of cancellations or schedule changes.
7. The Auditorium cannot be used as a weather contingency location for a Capitol Grounds event.
8. The event holder is responsible for any damage to the room and its contents which may occur during use. The event holder will be billed for any repairs or cleaning (other than routine cleaning) necessitated by use of the room. If an event holder notices damage to the property prior to using the room, the SPB Event Staff should be notified immediately.
9. Reservation time must include sufficient additional time for setup and take-down.
10. Any special equipment, furniture, or materials brought into the Auditorium for a meeting must be removed at the end of the reservation time. Altering the public-address systems, recording systems, video equipment, telecommunications equipment or computer wiring in the Auditorium by the event holder is strictly prohibited. The event holder is responsible for obtaining any additional furniture necessary for the event.
11. Event holders are responsible for securing the assistance of the Senate Media or House Video/Audio for sound or video equipment and lighting for the event. The SPB Event Staff will supply you with contact information for the appropriate A/V office.

H. 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 Auditorium.

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 Auditorium, 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 Auditorium 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.