



STATE PRESERVATION BOARD

POLICY FOR USE OF THE TEXAS CAPITOL ROTUNDAS

Contact the SPB Events Staff with any questions

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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 or presentation held in the public areas of the Capitol or Capitol Extension.
2. **Public Areas of Capitol and Capitol Extension for Scheduled Events** - Events may be scheduled in the Capitol rotunda and the open-air rotunda of the Capitol Extension. Public area performances are restricted to the first-floor rotunda of the Capitol rotunda, and the open-air rotunda of the Capitol Extension.
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 must have a direct interest in the purpose and the community at large will benefit. 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. USE OF THE CAPITOL AND CAPITOL EXTENSION

Events must have a public purpose as defined in subsection (A) (3) of this policy. Events will be approved and scheduled by the State Preservation Board (SPB) upon the recommendation of a state official sponsor as described in subsection (A) (4) of this policy. 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.

C. APPROVAL CRITERIA

1. A complete application including signed sponsorship must be submitted no later than one week prior to the event. Online forms are located on the SPB website or can be obtained by contacting the SPB Capitol Events Staff. Events, performances, or ceremonies in the 1st floor Rotunda or the Capitol Extension Open-Air Rotunda of the Capitol Extension are limited to two occurrences in a six-month period. Incomplete requests will not be considered.
2. Reservations may be made up to six months in advance. Prior to a legislative session, the calendar for the entire legislative session is available six months before the start of each session.
3. The First Floor Capitol Rotunda may only be reserved between 12:00pm and 1:00pm. The Capitol Extension Open-Air Rotunda is available during regular building hours.
4. Marching bands with drum lines or choreographed maneuvers are not permitted in the 1st floor Rotunda.
5. 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
 - (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 or access to firefighting 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 devices, 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.
 - (k) Exceed the limit of two occurrences within a six month period
6. Events may not interfere with a legislative session or regular state business conducted in the Capitol or Capitol Extension.
7. Sound equipment, chairs, podiums, furniture, or other equipment 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.
8. Rallies and protests are not scheduled in the 1st floor Rotunda and Open Air Rotunda.

9. 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 an event or the loss or damage of equipment or other property of the event holder.
10. All art, photographic displays, banners, streamers, or posters, used during an event must be on freestanding displays. Such materials may not be hung from walls or railings.
11. Event holders are responsible for ensuring that all art, photographic displays, 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.
12. Fund raising is prohibited unless the fundraising directly benefits the Capitol or is part of a gubernatorial inaugural event or a similar event approved by the SPB.
13. Vendors and the promotion of a commercial enterprise involving the exchange of money are prohibited.
14. Enforcing security requirements other than those routinely provided by Capitol DPS are the responsibility of the organizers.
15. 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. FEES AND DAMAGES

A fee may be required from persons or entities reserving the Capitol Rotunda or Open Air Rotunda for any scheduled event or activity. The amount of the fee will be set by 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.

The SPB has the authority to collect damage fees for the cost of any damage to the Capitol or Capitol Extension 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 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 agree 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.