APPLICATION FOR USE OF PUBLIC AREAS OF THE CAPITOL COMPLEX

Applicants must complete the following and submit this application to the Department of General Services ("DGS"):
Return to: 401 North St. Room 400 North Office Building, Harrisburg, PA 17120. Via fax to: 717-705-2897. Via e-mail to: lsherlock@pa.gov

Organization

Organization Name: _____

Legal Description of the Organization: (Circle One: Corporation, Association, Individual, or Other)

Organization Address: _____

Name of Contact Person: _____

Address of Contact Person: _____

Daytime Phone: (____) _____

Cell Phone: (____) _____

Fax No.: (____) _____

E-Mail: (____) _____

Event

Description of planned event or exhibit: _____

_____

hereinafter called (the "Event" or "Exhibit"). If an Exhibit is planned, please attach a layout, scale drawing, or sketch of any proposed Exhibit, including dimensions and manner in which Exhibit will be mounted or displayed.

Date and hours requested for the Event or Exhibit and the proposed duration of the Event or Exhibit:

_____

Area requested for use: _____

Planned group size: _____

Method of transportation and number and type(s) of vehicles(s) used to transport participants:

_____

List any temporary structures; equipment; or furnishings such as furniture, lighting, and paintings, which you are seeking permission to bring to the Event/Exhibit: _____

_____

_____

Permission to Serve Food and/or Beverages

We hereby request permission to serve the following food or beverages at the Event/Exhibit:

_____

_____

_____

Request for Equipment

If it is available, we hereby request the use of the following Commonwealth-owned equipment and furniture (for example: sound equipment,, chairs, table, podium) at the Event/Exhibit:

_____

_____

_____

Arrangements may be made with DGS for available Commonwealth-owned equipment upon payment of reasonable charges. The applicant should contact DGS to discuss availability, intended use, and charges. Request for reservations of equipment should be made at least one week in advance of the Event/Exhibit. A list of available Commonwealth-owned equipment and the charges is available from DGS upon request.

Security

Arrangements for security at the assigned area during the Event/Exhibit can be made with DGS and its Bureau of Police and Safety (717) 787-3199. If either DGS or Applicant deem that additional security or parking/traffic control is required for the Event, specific arrangements must be made. Payment for additional security or parking/traffic control will be the sole responsibility of Applicant.

We hereby request/do not request DGS to provide additional security.

We hereby request/do not request DGS to provide parking/traffic control.

***PLEASE NOTE that even if you do not request additional security, we may still deem it necessary. If we determine that additional security is required, you will be notified of the cost prior to the event and if you still desire to hold the event, you will be required to pay for the additional security.**

Conditions and Acknowledgments

Our organization hereby requests the use of the area described above for the Event/Exhibit for the date and hours requested above. We understand and agree, in consideration for the use of the area, to the following:

1. Damage to Property . We understand that we are responsible for the cleaning and returning the assigned area to its original condition as it existed prior to the Event/Exhibit. We will not damage, injure, or in any manner deface the assigned area or surrounding areas. We will not cause or permit anything to be done whereby the assigned area or surrounding areas shall be, in any manner injured, damaged or defaced. We will not drive or permit to be driven any nails or tacks into the walls or floors of assigned area. We will not remove or change the locations of any furniture, fixtures, or desks. DGS shall not be responsible for any loss or damage or injury that may arise or come to our property from any cause whatever during, prior to, or subsequent to the period of the Event/Exhibit. We agree to pay, in addition to any fee, the cost to repair or replace any and all damages to the assigned area, it's building, its furniture, and equipment, etc., which damages arose out of or resulted from our use of the assigned area, including costs for the services or specialists in relevant historical restoration skills as determined by DGS.

2. Hold Harmless and Indemnification. *Obligation to the Commonwealth to indemnify and hold harmless.* Individuals and organizations using the Capitol Complex will be required by the Department to indemnify and hold harmless the Commonwealth, its departments, agents and employees, from and against all suits, damages, claims or other liabilities due to personal injury or death, damage to or loss of property to the Commonwealth or to others, or for any other injury or damage arising out of or resulting from the use of the Capitol Complex.

3. Termination. We understand that DGS may terminate the Event/Exhibit when, in its discretion, it determines that:

a. The use of the assigned area is improper; or

b. The Event/Exhibit is in any manner injurious to the property; or

c. The assigned area has been damaged by riot, fire, or explosion, elements, or other cause and cannot be used for the stated purpose; or

d. The assigned area is needed for governmental purposes; or

e. Sufficient cause exists for termination as found in the Department's policies and procedures in Title 4 of the Pennsylvania Code, Chapter 86.

When an Event/Exhibit is canceled prior to its performance at the demand of DGS, the fees shall be discharged and any advance payment of the fees shall be refunded. In all other cases, DGS may retain the whole or such part of such fees as may seem proper to DGS. In no case, shall we have any claim against DGS for damages or compensation because of such cancellation.

4. Vacation of Premises. In the event that we do not vacate all or a portion of the assigned area by the approved conclusion date and time, then DGS is hereby authorized to remove from the assigned area, at our expense, all goods, wares, merchandise, signs, and property of any kind and description, which may be then occupying said area, when the term has expired, and to dispose of it within DGS's sole discretion. DGS is hereby expressly released from any and all such claims for damages arising out of its action in this regard.

5. Access to the Assigned Area. DGS, or representatives, shall have free access to the entire assigned area during the Event/Exhibit for the purpose of supervision and inspection. The keys to the building shall, at all times, be in the possession and under the control of DGS.

6. **Fees.** We agree to pay any fees for: a.) the use of requested Commonwealth equipment and furniture as well as the labor to set up, operate, and remove the equipment and furniture; b.) clean-up; c.) additional security; d.) additional parking/traffic control; and e.) any other appropriate requirements.

7. **Procedures and Policies.** We have read the policies and procedures in Title 4 of the Pennsylvania Code, Chapter 86, and agree to abide by all of the conditions, restrictions, and prohibitions contained therein.

8. **Licenses and Taxes.** We agree to pay any and all licenses and taxes of every nature and description required by any and all ordinances or statutes of any political body (local, state, or federal), as shall apply to our use of the assigned area. We also agree upon request by DGS to provide DGS with evidence of payment of any and all such licenses and taxes.

_____
Name of Organization

_____
Signature

_____
Print Name of Signatory

_____
Title or Office of Signatory

(Applicants shall be notified promptly by DGS of the approval/disapproval of their request. A copy of this completed application shall be provided to the applicant after DGS makes its approval/disapproval decisions and signs the form.)

FOR DGS USE ONLY

Permission to use the area described above for the Event/Exhibit for the date and hours given above is approved/disapproved.

Permission to serve food/beverages is approved/disapproved.

DGS has reserved the following equipment and furniture for your organization for the Event/Exhibit at the charges indicated:

_____

Additional security will/will not be provided by DGS at a cost of: _____

DGS has determined that additional parking/traffic control will/will not be required and provided at a cost of: _____

Other: _____

Department of General Services

_____
Signature

_____
Name

_____
Title