



Conditions and Acknowledgments

We request the use of the area specified in the Application for the Use of Public Areas of the Capitol Complex (“Application”) for the date and hours requested as part of the Application. By submitting the Application, we understand and agree, in consideration for the use of the area, to the following:

1. **Procedures and Policies.** We agree to follow all rules and requirements listed in 4 Pa. Code § 85, which governs the exercise of First Amendment rights on Commonwealth property, and 4 Pa. Code § 86 which governs the use of the Capitol Complex. We understand this includes important restrictions on things like noise, signage, equipment, security, and activities at the Capitol Complex. A copy of Chapter 85 is available at [4 Pa. Code Chapter 85. Exercise Of First Amendment Rights On Commonwealth Property](#) and a copy of Chapter 86 is available at [4 Pa. Code Chapter 86. Use Of The Public Areas Of The Capitol Complex—Statement Of Policy](#).
2. **Damage to Property.** We are responsible for cleaning the assigned area and returning it to the same condition it was in before our event or exhibit.

We agree that we will not:

- Damage, deface, or alter the assigned area or surrounding spaces.
- Drive nails, tacks, or any objects into the walls, floors, or ceilings.
- Move or remove furniture, fixtures, or equipment without prior written approval.

We understand that the Department of General Services (“DGS”) is not responsible for any damage, loss, or theft of our property before, during, or after an event or exhibit. If any damage to Commonwealth property does occur as a result of our use, we agree to pay the full cost of repair or replacement, including any specialized restoration services that DGS determines are necessary.

3. **Hold Harmless and Indemnification.** As a condition of using the Capitol Complex, we agree to indemnify and hold harmless the Commonwealth of Pennsylvania, including its departments, officials, employees, and agents from any and all claims, damages, losses, or legal actions resulting from our event, even if the claim is made by a third party or results from the actions of our guests, vendors, or attendees and participants.

This includes, but is not limited to:

- Personal injury or death.
- Damage to or loss of property belonging to the Commonwealth or others.
- Any other injury or damage arising from our use of the Capitol Complex.



4. **Termination** - We understand that DGS may cancel or terminate our event or exhibit at any time if it determines that:

- The event consists of unprotected speech (*such as incitement to violence or illegal activity, true threats, etc.*), materially impacts or violates the purpose of an area, or prevents safe and free-flowing movement of individuals within an assigned area.
- The event is likely to cause, or is causing, damage to the property or the event is likely to cause, or is causing, injury to people.
- The assigned area has become unusable or unsafe due to damage, such as fire, weather, or other causes.
- The space is needed for official Commonwealth purposes or the event disrupts Commonwealth business.
- Termination is otherwise justified under Title 4, Pennsylvania Code, Chapter 85 or 86.

If DGS cancels the event before it begins, any fees paid will be refunded and there will be no further obligations. In all other cases, following termination, DGS may retain part or all of the fees, as it deems appropriate. We agree that we will not seek damages, compensation, or reimbursement for any loss resulting from such a cancellation.

5. **Use Restrictions**. We understand that our event or exhibit must not interfere with, disrupt, or endanger:

- Legislative sessions or the operations of the General Assembly.
- Operations of the Judiciary.
- Operations of Commonwealth agencies.
- Safety or well-being of individuals working in, visiting, or otherwise using the Capitol Complex.

We acknowledge that if our event causes such interference or disruption to Commonwealth business, or endangerment of others, DGS reserves the right to modify, pause, or cancel the event at any time, without liability for damages or costs incurred.

6. **Vacation of Premises**. We agree to vacate the assigned area by the approved end date and time. If we do not, DGS may, at our expense, remove any items left behind, including exhibits, equipment, merchandise, signs, or other property, without further notice. DGS may dispose of these items at its sole discretion, and we waive any claims for damages or losses related to the removal or disposal of these items.
7. **Access to the Assigned Area**. We agree that DGS and its authorized representatives may enter and inspect the assigned area at any time during our event or exhibit for supervision,



security, emergency, compliance or maintenance purposes. We understand that any individual who enters the Capitol Complex must comply with the Capitol Police security process upon entry consistent with 4 Pa. Code § 86 and the laws, rules, regulations, and procedures applicable to the Capitol Complex.

8. **Fees.** We agree to pay all fees associated with our event, as outlined in the DGS Special Events Fee Schedule in effect at the time we submitted our Application. We understand that our event may not proceed until all required fees are paid in full, as directed by DGS.
9. **Alcohol Service.** We understand that serving alcohol at our event requires advance written approval from DGS. If approved, we agree to comply with the following conditions:
 - Alcohol must be served by trained and staff licensed in the state of Pennsylvania.
 - A maximum of two alcoholic beverages may be served per person.
 - No alcohol will be served to anyone underage or visibly intoxicated.
 - Capitol Police security is required during events where alcohol is served. We are responsible for all associated security fees.
 - The sale of alcohol must comply with all applicable state and federal laws, rules, and regulations, including those governing the production of present valid identification prior to the sale and purchase of alcohol.

We acknowledge that failure to comply with these conditions may result in the immediate suspension of alcohol service or termination of the event.