

Conditions and Acknowledgments

Our organization hereby requests the use of the area selected above 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, its buildings, 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:
 1. The use of the assigned area is improper; or
 2. The Event/Exhibit is in any manner injurious to the property; or
 3. The assigned area has been damaged by riot, fire, or explosion, elements, or other cause and cannot be used for the stated purpose; or
 4. The assigned area is needed for governmental purposes; or
 5. 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 of 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 control of DGS.
6. Fees - We agree to pay any fees for:
 1. The use of requested Commonwealth equipment and furniture as well as the labor to set up, operate, and remove the equipment and furniture
 2. Clean-up
 3. Additional security (\$70.00 per hour)
 4. Additional parking/traffic control
 5. 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.
9. Performances - A public event or exhibit within the Capitol Complex may not interfere with a legislative session or the conducting of public business by agencies of the Commonwealth. An event or exhibit may not threaten the safety and wellbeing of the individuals conducting the work of the General Assembly or Commonwealth agencies. Large bands, brass, or percussion instruments are permitted to play, but not within the Capitol Rotundas due to the volume of musical performances/instruments echoing through the rotundas and impacting the working environment of surrounding offices and operations – including legislative sessions.