

# Capitol Campus Use Agreement

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This Agreement is governed by the rules and policies of the Department of Enterprise Services (DES). The Public Areas Use Permit (Permit) may contain requirements modifying or in addition to this Agreement.

## 1. Scheduling activities

- a. Requests are scheduled on a first come-first served basis.
- b. You must use the DES Activity Application (application) to request use of the public areas of the Capitol buildings and grounds.

## 2. Authorized Representative and Point of Contact

You must designate a representative who is authorized to obligate you and who will be responsible for all coordination of your activity. You must also designate a point of contact that must be present and keep the permit with them during your activity. (Authorized representative and point of contact may be the same person.)

## 3. Duration of Activity

Activities may not exceed fourteen consecutive calendar days. DES may set further duration limits. This does not apply to the conduct of government business.

## 4. Denial of Application

DES may deny any application if the requested activity does not comply with any applicable laws, regulations, or policies.

## 5. Appeals

You may appeal the denial of your request in writing to the Director of DES within five (5) business days of the denial.

## 6. Costs

You are responsible for paying for any services provided by Enterprise Services that you will need (such as for equipment set-up or custodial services). In order to effectively manage our services, you must submit your request for our services at least five (5) business days prior to your activity.

## 7. Set up/ Clean up

- a. You must arrange with DES to set up and remove all items in a timely fashion, and without unreasonably disrupting business or hindering public access to the Capitol buildings and grounds.
- b. DES reserves the right to specify, restrict, or inspect:
  1. Locations and routes for deliveries and loading/unloading of materials;
  2. Any materials, adhesives, or objects that may result in damage to any facilities, including its fixtures and artwork;

- 3. Any electrical equipment or rigging.
- c. You may not block fire exits or unreasonably obstruct the efficient flow of pedestrian traffic at any time.
- d. You may not exceed audible sound levels of 85 decibels for interior activities. Outdoor activities shall not exceed noise limits established by applicable laws or ordinances.
- e. You must leave the Capitol buildings and grounds in its original condition and appearance.

## **8. Publicity**

You may not imply DES sponsorship of the activity in any publicity you issue.

## **9. Parking**

You are responsible for parking costs.

- a. You must observe all parking restrictions and regulations on the Capitol Campus.
- b. You must obtain advance approval from DES for any overnight parking, or for parking for large vehicles or trailers, on the Capitol Campus.

## **10. Compliance with Laws**

You must comply with all applicable laws, regulations, codes, policies, and other similar requirements.

## **11. Cancellation**

You must give DES advance notice as soon as possible in writing or by email if you cancel your activity. If you cancel less than three working days in advance of the scheduled date, you are responsible for any costs incurred by DES.

## **12. Photography, Portraits and Video/Filming**

You must obtain advance approval from DES for any private or commercial photography, videotaping or filming. This does not apply to activities by print, online, or television news media or to the conduct of government business.

## **13. Risk of Loss**

- a. Except as required by law, DES is not responsible for any property damage or loss, nor any personal injury sustained during, or as a result of, your activity.
- b. You are responsible for any personal injury, vandalism, damage, loss, or other destruction of property caused to or by your activity.

## **14. Armed Security Prohibited**

The use or presence of armed private security personnel whether by contract or volunteer is strictly prohibited and will result in the immediate termination of your campus use permit.

## **15. Enforcement of Agreement**

DES shall enforce this Agreement pursuant to the requirements in DES's Public Areas of the Capitol Buildings and Grounds Policy. We may cancel a permit at any time if your activity does not comply with any applicable laws and rules or the terms of the permit. If your permit is cancelled and you persist in your activity, appropriate law enforcement action may be taken.

## **16. Access**

The Department of Enterprise Services or its representatives, law enforcement and life/safety personnel shall have free access to premises at any and all times. Should they determine any safety or security concerns, the representative will intercede, if necessary, calling on emergency or law enforcement resources.

## **17. Tents and Canopies**

All tents erected on the Capitol Campus as a part of any event or activity must provide evidence of a fire safety permit review or fire safety permit issued by the Olympia Fire Marshall. Event sponsors may obtain these by contacting the Olympia Fire Marshall (100 Eastside Street, Olympia, WA. (360) 753-8472). An inspection of the tent by the Fire Marshall may be required.

Any tent erected on the Capitol Campus as a part of an event or activity shall have no more than three solid sides with one side remaining sufficiently open to allow viewing into the tent.

A site inspection and walk through with a representative from the DES Buildings and Grounds program is required.

## **18. Camping**

No camping is allowed on the Capitol Campus. As per WAC 236-12-435, Camping means arranging any type of structure, shelter or bedding, or parking a vehicle, for purposes of habitation.

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## **Statement of Responsibility for Users of Public Space State of Washington Capitol Campus**

**The sponsoring entity will be responsible for abiding by terms of use in this Agreement and will also be responsible for reimbursement of labor and materials costs incurred by the Department of Enterprise Services which directly relates to the activity. A signature is not required if you submit this application via email. By submitting this application via email, you certify and warrant that you are agreeing to the terms and conditions of this Agreement.**