ARIZONA CAPITOL MUSEUM HISTORIC SENATE CHAMBER RESERVATION REQUESTS

The Historic Senate Chamber is available to organizations of a non-profit, public, civic or educational nature and to governmental agencies free of charge.

Reservations are made on a first come first served basis. Reservations are only available during normal operating hours. The Arizona Capitol Museum does not guarantee the availability of reservation dates and times until approved. Reservations are subject to being rescheduled anytime by the Governor's Office, Legislature, and/or Department of Public Safety.

Requests to reserve the Historic Senate Chamber, including furniture and equipment specifications, are placed on www.azcapitolmuseum.gov/reserve-a-room/ or by emailing museum@azleg.gov. A Museum representative will approve or deny the request via email.

TERMS AND CONDITIONS

- 1. Attendance is limited to 49 persons in the Historic Senate.
- 2. Cancellations must be made at least 48 hours in advance. Failure to appear, defined as an event not taking place 30 minutes after the scheduled time, will be treated as a cancellation. More than two failures to appear may result in denial of future reservations.
- 3. Up to 9 tables and 49 chairs are available free of charge and will be arranged prior to the reservation start time. A laptop, projector, projector screen, speaker, and microphone may be available upon request. Event sponsor may rearrange furniture but must return the space to its original condition. Seating and/or supplemental furniture are not permitted in the hallway outside of the Historic Senate. All exits must always be kept unlocked. Open aisles must be maintained within the seating arrangement to provide clear access to the exit.
- 4. Nothing may be attached to the walls or the ceiling. The Director or the Director's designee may at any time remove or cause to be removed any item that would damage State property or inhibit the safe operation of, or movement into or away from, the Historic Senate.
- 5. If refreshments are served, attendees are to be clearly advised by the event sponsor that food and/or beverages must remain in the space and may not be brought into the Museum. Event sponsor is responsible for cleanup and returning the space to its original condition. No alcoholic beverages of any type may be brought into, served, or consumed on Museum property. Please choose food that is easy to clean if spilled on the carpet and furniture, such as sandwiches or pastries. A fee will be charged if excessive cleanup is required. Imposition of this fee will be at the discretion of the Director.
- 6. Events must end at least one-half hour prior to the Museum's closing time to allow time for staff to close and secure the premises.

- 7. Activities must be performed in compliance with federal, state, and local laws, ordinances, rules, and regulations.
- 8. Event sponsor may not charge admission, charge fees for services rendered, solicit donations, or collect dues or membership fees. Sales and promotional activities are prohibited on Museum property.
- 9. Use of the Historic Senate does not constitute endorsement of the program by the Arizona Capitol Museum, the Arizona Capitol Museum Guild, and/or the Office of the Secretary of State. The event sponsor must be clearly identified in event promotion. Event sponsors must not imply that the Arizona Capitol Museum will endorse their event or organization or include Museum contact information in their publicity. Any announcement or notices to publicize an event should not be posted or distributed on Museum property without prior approval.
- 10. Events must be conducted in a manner that minimizes damage to State property and facilities, protects members of the general public, and minimizes disruption of government operation. If the volume of sound from an approved event is disruptive to the conduct of governmental business, the event sponsor agrees to reduce the volume to a reasonable level.
- 11. The event sponsor agrees to reimburse for any damage, repair or clean-up costs incurred by the State of Arizona as a result of the event. The Director or the Director's designee may charge a deposit for this event.
- 12. Evidence of insurance/risk management coverage as required by the State of Arizona Department of Administration, Risk Management Division must be submitted at least ten (10) working days prior to the scheduled event. The coverage shall name the State of Arizona and the Arizona Capitol Museum as additional insureds.
- 13. Additional security and/or law enforcement personnel may be required for this event. The Arizona Capitol Museum does not provide security for events. If security is necessary, event sponsor must coordinate all security arrangements with the Department of Public Safety [602-542-0362]. All costs are the responsibility of the event sponsor.

INSURANCE REQUIREMENTS

Sponsor(s) and Vendors shall procure and maintain until all of their obligations have been discharged insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the agreement hereunder by the Sponsor(s), his agents, representatives, employees or Vendors.

The *insurance requirements* herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Sponsor(s) and Vendors from liabilities that might arise out of the performance of the work under this Agreement by the Sponsor(s), his agents, representatives, employees or Vendors and Sponsor(s) and Vendors is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Sponsor(s) and Vendors shall provide coverage with limits of liability not less than those stated below.
 - 1. Commercial General Liability Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability.

- General Aggregate \$ 2,000,000
- Products Completed Operations Aggregate \$ 1,000,000
- Personal and Advertising Injury \$ 1,000,000
- Each Occurrence \$ 1,000,000
- Fire Damage (Any one fire) \$ 50,000
- Blanket Contractual Liability Written and Oral \$ 1,000,000
- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Sponsor."
- b. Policy shall contain a waiver of subrogation against the State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)

\$ 1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Sponsor, including automobiles owned, leased, hired or borrowed by the Sponsor."

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$ 1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by the Contractor.
- b. This requirement shall not apply to: Separately, EACH Sponsor or Co-Sponsor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

INDEMNIFICATION HOLD HARMLESS CLAUSE

[FOR A PROFIT / NON-PROFIT] Contractor shall indemnify, defend, save and hold harmless the State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

[FOR A PUBLIC ENTITY] Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officer, officials, agents, employees, or volunteers."

[FOR THE STATE OF ARIZONA] There are no indemnification/hold harmless requirements.

AGREEMENT

By entering my name below, I represent that I am authorized to bind the Applicant, and	that I	have
read, understand, and agree to the		

- 1. Terms and Conditions
- Insurance Requirements
 Indemnification/Hold Harmless Clause.

Name	Date	
Title		