

STATE OF CONNECTICUT

REGULATION

OF

 Department of Environmental Protection

Sections 23-4-7 through 23-4-22, inclusive, of the Regulations of Connecticut State Agencies are amended to read as follows:

Section 23-4-7. Applicability

Sections 23-4-7 through 23-4-22, inclusive, govern the rental of facilities at Harkness Memorial State Park, Rocky Neck State Park, Fort Trumbull State Park, Gillette Castle State Park and Putnam Memorial State Park. Violation of any provision of such sections shall be deemed an infraction and shall be punishable by a fine of up to \$90 or by such higher fine as may be provided by law.

Section 23-4-8. Definitions

For the purposes of sections 23-4-7 through 23-4-22 inclusive:

- (1) "Alcoholic beverage" means an alcoholic beverage as defined by section 30-1 of the general statutes;
- (2) "Amphitheatre" means the open area with bench seating, south-west of the mansion at Harkness Memorial State Park;
- (3) "Columbus Day" means the second Monday in October;
- (4) "Commissioner" means the Commissioner of Environmental Protection or the Commissioner's representative;
- (5) "Conference Center" means the building west and north of the fort at Fort Trumbull State Park;
- (6) "Contractor" means a person retained, whether or not for compensation, by a renter in connection with an event, including but not limited to a caterer, bartender, photographer, musician, florist, or entertainer;
- (7) "Department" means the Department of Environmental Protection;
- (8) "Event" means a social, cultural, or business function, including but not limited to a party, reception, fund raiser, concert, conference or seminar. An event includes the primary event activity as well as set-up and take-down;
- (9) "Fort" means the lower level interior courtyard excluding rooms on the western side and the rampart at Fort Trumbull State Park;
- (10) "FT Visitor Center" means the building west and south of the Fort;
- (11) "GC Visitors' Center" means the orientation room, central hall and veranda of the Visitors' Center at Gillette Castle State Park;
- (12) "Individual Rooms" means any one or more of the rooms of the Mansion;
- (13) "Mansion" means the first floor, bride's room and the south courtyard tent of the Mansion at Harkness Memorial State Park;
- (14) "Memorial Day" means the last Monday of May;
- (15) "Park" means Harkness Memorial State Park, Rocky Neck State Park, Fort Trumbull State Park, Gillette Castle State Park or Putnam Memorial State Park in the context of sections 23-4-7 through 23-4-22, inclusive, of the Regulations of Connecticut State Agencies;
- (16) "Park Supervisor" means the Department employee stationed at the Park who has ultimate responsibility at that Park for operations thereof;
- (17) "Pavilion" means the second floor of the Ellie Mitchell Pavilion at Rocky Neck State Park;
- (18) "Pergola" means the arbor and tea room structure at the north end of the west garden of the Mansion;
- (19) "Person" means person as defined by section 22a-2 of the general statutes;
- (20) "PM Visitor's Center" means the historic building and visitors' center at Putnam Memorial State Park;
- (21) "Premises" means the Mansion, the Amphitheatre, the Pergola, any of the Individual Rooms, the Pavilion, the Fort, Conference Center, FT Visitor Center, South Lawn or GC Visitors' Center and Veranda, and PM Visitor's Center and all structures and appurtenances thereof;

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- (22) “Primary event activity” or “primary activity” means the endeavor or endeavors which are the event’s principal purpose and excludes set-up and take-down;
- (23) “Rampart” means the upper tier of the Fort;
- (24) “Rental or “rent” means the occupation, for the fees and under the conditions specified in Sections 23-4-7 through 23-4-22, inclusive, of any of the premises (a) for the purpose of holding an event, and (b) the exclusion of all persons other than the renter, his guests, his contractors, and representatives of the Department;
- (25) “Renter” means a person who rents, as that term is defined in this section;
- (26) “Set-up” means activities conducted in preparation for the primary event activity, including but not limited to: food preparation, decoration with flowers or other items, setting up of tables and chairs, and delivery of equipment and supplies;
- (27) “South Lawn” means the lawn area south of the Fort;
- (28) “Take-down” means activities associated with cleaning up after the primary event activity, including but not limited to removing supplies and equipment, cleaning the premises, and removing waste generated by the event; and
- (29) “Terrace” means the outdoor area adjacent to and on the southwest side of Gillette Castle.

Section 23-4-9. Facilities available for rental

- (a) At Harkness Memorial State Park, the Mansion, Individual Rooms, and Amphitheatre may be rented singly or in combination for an event.
- (b) At Rocky Neck State Park, the Pavilion may be rented for an event.
- (c) At Fort Trumbull State Park, the South Lawn, Conference Center and Visitor Center may be rented singly or in combination with the Fort for an event.
- (d) At Gillette Castle State Park, only the Visitors’ Center and the Veranda may be rented for an event. The Terrace may be rented for ceremonies only.
- (e) At Putnam Memorial State Park, the Pavilion may be rented for an event.

Section 23-4-10. Availability of premises

(a) Harkness Memorial State Park:

- (1) Except as provided in subdivision (2) of this subsection, from March 1 through December 23, the Mansion, Pergola, and Amphitheatre may be rented for an event Tuesday through Sunday between 10:00 a.m. and midnight.
- (2) From Memorial Day through Columbus Day and on any day when the Mansion is open for public tours, an event may begin no earlier than 3:00 p.m. and the primary activity of such event may begin no earlier than 5:00 p.m.
- (3) Except as provided in subdivision (4) of this subsection, from March 1 through the Thursday preceding Memorial Day and from the day after Columbus Day through December 23, the Individual Rooms may be rented for a meeting, seminar or conference on Tuesday through Friday between 8:00 a.m. and 4:00 p.m.
- (4) A guest may not enter the rented premises until the primary event activity is scheduled to begin.

(b) Rocky Neck State Park:

- (1) From Memorial Day through Columbus Day, the Pavilion may be rented for an event any day of the week until midnight, provided that (A) on Monday through Thursday an event may begin no earlier than 8:00 a.m. and the primary activity of such event may begin no earlier than 10:00 a.m., and (B) on Friday through Sunday such an event may begin no earlier than 3:00 p.m. and the primary activity of such an event may begin no earlier than 5:00 p.m.

(c) Fort Trumbull State Park:

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- (1) The Fort and South Lawn may only be rented on days when the facility is open for public visitation. From Columbus Day through Memorial Day, the South Lawn and Fort are not available for rental. The curfew at the park is 11:00 p.m.
 - (2) The FT Visitor Center and the Conference Center are available for rental, year round. From Columbus Day to Memorial Day, the buildings are not available for rental on Saturdays and Sundays;
 - (3) The Fort, South Lawn, FT Visitor Center and Conference are not available for rental on state or national holidays;
 - (4) A guest may not enter the rented premises until the event activity is scheduled to begin.
- (d) Gillette Castle State Park:
- (1) The GC Visitors' Center is available for rental, year round. From Columbus Day to Memorial Day, the building is closed on Mondays. Events may not begin prior to 5:00 p.m. and they must conclude by 11:00 p.m.
 - (2) A guest may not enter the rented premises until the primary event activity is scheduled to begin.
 - (3) From June through September, excluding holiday weekends, the terrace is available for wedding ceremonies on Saturdays at 10:00 a.m. or 5:30 p.m. for a period of one-half hour.
 - (4) The building is not available for rental on state or national holidays.
- (e) Putnam Memorial State Park:
- (1) The PM Pavilion is available for rental, year round. Events must conclude by 11:00 p.m.
 - (2) The pavilion is not available for rental on state or national holidays.
- (f) The renter shall be liable for the failure of any guest or contractor to vacate the rented premises by the time the event is scheduled to end.

Section 23-4-11. Rental fees

Rental fees for events will be in effect until December 31, 2006. Starting in January 2007 and every three years thereafter, rental rates will be evaluated by the Commissioner. Based on the Consumer Price Index (CPI) of the previous 3 year period and rates at similar facilities within the southeastern and western Connecticut regions, the fees will be adjusted to reflect the current market. At no time will the rates increase by more than 3.3% in a given year or 10% for the next 3 year period. The fees will be rounded to the nearest \$50 increment. Rental fees shall be charged as follows:

(a) The Mansion:

- (1) First floor and bride's room and south courtyard tent for an event scheduled to last up to 7 ½ hours shall cost \$4,200, provided that if the applicable contract between the Commissioner and renter provides for the event to last longer than 7 ½ hours, the rental fee shall include the \$4,200 fee for the first 7 ½ hours plus \$700 for each hour or fraction thereof thereafter until the scheduled end of the event.
- (2) First floor, south courtyard tent, Amphitheatre, or Pergola, for an event scheduled on Tuesday, Wednesday, or Thursday to last for up to 6 ½ hours and scheduled to end no later than 11:00 p.m. shall cost \$3,100.
- (3) For each hour or fraction thereof beyond the time an event is scheduled the renter shall pay an additional fee of \$1,000. Additionally, the Commissioner may be entitled to any damages or other amounts by virtue of the renter's failure, or that of his guests or contractors, to vacate the rented premises by the scheduled end of the event.

(b) The Amphitheatre:

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- (1) For every unit of two hours or fraction thereof the cost shall be \$300, provided that if the Amphitheatre is used during an event for which the Mansion has been rented, there is no rental fee for the first two hours of such use.
- (2) For each hour or fraction thereof beyond the time an event is scheduled to last and in addition to any damages or other amounts to which the Commissioner may lawfully be entitled by virtue of the renter's failure, or that of his guests or contractors, to vacate the rented premises by the scheduled end of the event, an additional cost of \$350 shall be assessed.
- (c) The Pergola:
- (1) The Pergola may be rented only in conjunction with an event at the Mansion and then only for a period of no longer than two hours beginning at the scheduled commencement of such event.
- (2) For an event scheduled to last up to two hours the cost shall be \$400.
- (3) For each hour or fraction thereof beyond two hours; any damages or other amounts to which the Commissioner may lawfully be entitled by virtue of the renter's failure, or that of his guests or contractors, to vacate the Pergola by the scheduled end of the event, an additional amount of \$400 shall be assessed.
- (d) Individual Rooms:
- (1) Music Room: For an event scheduled to last up to four hours, the fee shall be \$450, provided that if the applicable contract between the Commissioner and renter provides that the event will last longer than four hours, the rental fee shall be the applicable amount plus, for each hour or fraction thereof beyond four hours until the scheduled end of the event.
- (2) Dining Room: For an event scheduled to last up to four hours, the fee shall be \$350 provided that if the applicable contract between the Commissioner and renter provides that the event will last longer than four hours, the rental fee shall be the applicable amount plus, for each hour or fraction thereof beyond four hours until the scheduled end of the event, \$80.
- (3) Breakfast Room: For an event scheduled to last up to four hours, the fee shall be \$300, provided that if the applicable contract between the Commissioner and renter provides that the event will last longer than four hours, the rental fee shall be the applicable amount plus, for each hour or fraction thereof beyond four hours until the scheduled end of the event, \$70.
- (4) For each hour or fraction thereof beyond the time an event is scheduled to last, a further fee of \$500 shall be assessed. This amount is in addition to any damages or other amounts to which the Commissioner may lawfully be entitled by virtue of the renter's failure, or that of his guests or contractors, to vacate the rented premises by the scheduled end of the event, \$500.
- (e) The Pavilion:
- (1) For an event of 250 people or less scheduled to last up to 7 ½ hours, the fee shall be \$2,400, provided that if the applicable contract between the Commissioner and renter provides that the event will last more than 7 ½ hours, the rental fee shall be the applicable sum plus \$575 for each hour or fraction thereof until the scheduled end of the event.
- (2) For an event of over 250 people scheduled to last up to 7 ½ hours, the fee shall be \$3,800, provided that if the applicable contract between the Commissioner and renter states that the event will last more than 7

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½ hours, the rental fee shall be the initial sum plus \$675 for each hour or fraction thereof until the scheduled end of the event.

- (3) For each hour or fraction thereof beyond the time an event is scheduled to last: In addition to any damages and other amounts to which the Commissioner may lawfully be entitled by virtue of the renter's failure, or that of his guests or contractors, to vacate the rented premises by the scheduled end of the event, an additional \$750 fee shall be applicable.

(f) The Fort:

- (1) The courtyard of the Fort and the Rampart may only be rented in conjunction with an event on the South Lawn, the Conference Center or the FT Visitor Center for a maximum of 2 hours. A fee of \$1,320 shall be applicable, however, if the contract between the Commissioner and renter provides that the event will last more than 2 hours, the rental fee shall be the initial fee plus for each hour or fraction of an hour thereafter until the scheduled end of the event, an additional \$650. Under no circumstances shall the Fort be rented for more than 4 hours.
- (2) The South Lawn may be rented for an event scheduled to last up to 7 ½ hours for a fee of \$3,300. If the applicable contract between the Commissioner and renter provided that the event last more than 7 ½ hours, the rental fee shall be the initial sum plus \$650 for each hour or fraction thereof until the scheduled end of the event.
- (i) The renter is responsible for providing sanitary facilities for the event; the quantity and location of the units shall be coordinated with the park supervisor.
- (3) The fee for the Conference Center for an event scheduled to last no more than 4 hours, for a non-profit organization that is eligible for or complies with section 501(C)(3) of the Internal Revenue Code, shall be \$110. The fee for an individual, a for-profit organization or company for an event scheduled to last no more than 4 hours shall be \$550. The rental fee for each hour or fraction thereof beyond the time an event is scheduled to last shall be the original fee plus \$140 for each hour or fraction thereof until the scheduled end of the event. No alcohol shall be served. A guided tour of the Fort with the rental is an additional \$110.
- (4) The fee at the FT Visitor Center for an event scheduled to last no more than 4 hours is \$1,100. A guided tour of the fort with the rental is an additional \$275. In addition to any damages and other amounts to which the Commissioner may lawfully be entitled by virtue of the renter's failure, or that of his guests or contractors, to vacate the premises by the scheduled end of the event, for each hour or fraction thereof beyond the time an event is scheduled to last an additional fee of \$575 shall be assessed.

(g) GC Visitors' Center:

- (1) The rental for the GC Visitors' Center for an event scheduled to last no more than 4 hours is \$1,600. For each hour or fraction thereof until the scheduled end of the event, an additional fee of \$400 shall be assessed.
- (2) The fee for the GC Visitors' Center for an event scheduled to last no more than 4 hours on a weekday morning for a non-profit organization, which is eligible for or complies with section 501(C)(3) of the Internal Revenue Code, is \$300. The fee for an individual, a for-profit organization or company for an event scheduled to last no more than 4 hours is \$550. For each hour or fraction thereof until the

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scheduled end of the event, a fee of \$140 shall be assessed. The group is responsible for set-up and cleaning. No alcohol shall be served.

(3) The terrace is available for one-half (1/2) hour for ceremonies. The fee for use of the terrace is \$225.

(4) In addition to any damages and other amounts to which the Commissioner may lawfully be entitled by virtue of the renter's failure or that of his guests or contractors to vacate the rented premises by the scheduled end of the event, a fee of \$500 shall be assessed.

(h) PM Pavilion:

(1) The fee to rent the Pavilion for an event scheduled to last no more than 4 hours, for a non-profit organization, that is eligible for or complies with section 501(C)(3) of the Internal Revenue Code, is \$110. The fee for an individual, a for-profit organization or company for an event scheduled to last no more than 4 hours is \$550. The rental fee shall be applicable plus for each hour or fraction thereof until the scheduled end of the event, a fee of \$140 shall be assessed.

(i) A person shall not be deemed eligible under section 23-26 of the general statutes to rent the premises without fee with respect to any event, including, but not limited to, a fundraiser or a garden sale, when such person sponsors or collaborates on the planning of the event with a person that is not so eligible.

Section 23-4-12. Parking

The rental fees specified in Section 23-4-11 covers parking in the Park's parking lot by the renter and his or her guests and contractors.

Section 23-4-13. Maximum occupancy

The maximum allowable number of individuals, excluding contractors and Department personnel, who may be present on the rented premises in connection with an event, is as follows:

- (a) The Mansion, regardless whether the Amphitheatre, Pergola, or Individual Rooms are rented in connection with an event in the Mansion: 150
- (b) The Amphitheatre: 125
- (c) The Pergola: 150
- (d) Breakfast Room: 30
- (e) Dining Room: 40
- (f) Music Room: 80
- (g) The Pavilion: 425
- (h) The Fort: Maximum based on what is rented in conjunction with the Fort.
- (i) South Lawn: 240
- (j) Conference Center: 60
- (k) FT Visitor Center: 100 standing
- (l) GC Visitors' Center: 126 standing, 48 seated
- (m) Terrace: 75
- (n) PM Pavilion: 75 standing

Section 23-4-14. Applications for rentals; cancellations; insurance

- (a) An application for rental shall be made on a form furnished by the Commissioner and shall provide all of the information requested therein. The Commissioner shall not process an application that does not contain all such requested information.
- (b) For each date that the premises in question is available for rental under Section 23-4-10, the Commissioner shall process completed applications in the order in which they are received. The Commissioner may deny an

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application because the premises that the applicant wants to rent have already been rented or because the application is inconsistent with any provision of Sections 23-4-7 through 23-4-22, inclusive.

- (c) If the Commissioner approves an application, it shall be deemed granted on the date approved. An application approved by the Commissioner shall, with any approval deemed necessary by the Attorney General, be a binding contract between the applicant and the Commissioner. After the Commissioner has approved an application, the parties may amend its provisions in any manner not inconsistent with Sections 23-4-7 through 23-4-22, inclusive, or with any other pertinent law.
- (d) The Commissioner shall not approve an application for rental unless it is accompanied by a certified check, a bank check or other means approved by the Commissioner, payable to the Department in the amount of 50 per cent of the rental fee specified in Section 23-4-11.
- (e) Sixty days before a scheduled event, the renter shall deliver to the Department a certified check, a bank check or other means approved by the Commissioner, in the amount of (1) 50 per cent of such rental fee plus (2) \$500 to constitute security against damage to the rented premises or other portion of the Park resulting from the event. If the renter fails to deliver payment in accordance with this subsection the Department shall cancel the scheduled event and the renter shall not be entitled to a refund of any fees already paid.
- (f) If the renter cancels the rental in writing no later than 180 days before the scheduled event, the Department will return to the canceling renter 100 per cent of that portion of the rental fee which he or she has paid, less \$200 for processing, and 100 per cent of any security against damage which he or she has paid. If the renter cancels the rental later than 180 days before the scheduled event, the Department will return to him or her 100 percent of any security against damage, which he or she has paid. If the Commissioner cancels the rental under Subsection 23-4-17 or for any other reason authorized by law, the Department will return to the renter 100 percent any damage deposit he or she has paid.

Section 23-4-15. Liabilities; commissioner's remedies

- (a) Nothing in Sections 23-4-7 through 23-4-22, inclusive, shall affect any obligation imposed by law on a renter to obtain any authorizations for activities in connection with an event, including without limitation a special use license under Section 23-11 of the General Statutes.
- (b) By renting any of the premises, the renter agrees to, and shall, indemnify and save harmless the State of Connecticut and the Department of Environmental Protection from any and all claims, damages, losses, litigation, or expenses arising out of any injury, including death, or claims, damages, losses, litigation, or expenses arising out of any injury, including death, or damage to property resulting from any act, omission, or neglect of the renter or any of his guests or contractors.
- (c) From the security against damage deposit paid under Section 23-4-14(f) the Commissioner may retain the following:
 - (1) Any amount to cover damage resulting from the event to the rented premises or other portion of the park;
 - (2) An amount to cover the rental fee specified under Section 23-4-11;
 - (3) An amount to cover the Department's costs if the renter fails to restore the rented premises and any other portion of the Park affected by the event to their condition immediately prior to such event, or to undertake any other action required by Sections 23-4-7 through 23-4-22.

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- (d) Before making a claim under the renter's or caterer's insurance policy for costs identified in subsection (c) of this section, the Commissioner shall retain amounts from, as applicable, the renter's or caterer's security against damage in accordance with such subsection. If such security does not fully cover such costs, the Commissioner shall, at his discretion, make a claim under said policy or take appropriate legal action.
- (e) Nothing in Sections 23-4-7 through 23-4-22 shall, unless otherwise provided therein, affect any rights or privileges of the Commissioner or members of the public. The remedies provided to the Commissioner under said sections are cumulative with any other remedies to which he is lawfully entitled.

Section 23-4-16. Use of caterers' tents

- (a) For the purpose of food preparation during an event, a caterer may install a tent in the service area of the Mansion, Pavilion or PM Pavilion (max. 144 square feet). Tents are not allowed at the GC Visitors' Center. At Fort Trumbull State Park, a tent (maximum 200 square feet) may be set up outside of the fort proper. Such a tent may not be installed unless the location, date and time of its installation and removal has been approved by the Park Supervisor.
- (b) No truck or other vehicle shall be driven or parked on the Mansion's lawn in connection with installation or removal of a tent or delivery of supplies.
- (c) Except as provided in this section and section 23-4-21 (d) and 23-4-21(e), no tents may be installed in connection with an event at the Park.

Section 23-4-17. Catering

- (a) For any event at the Mansion or GC Visitors' Center where food is served, the renter shall retain a caterer to provide the food; such caterer shall be one that is listed on the Department's list of approved caterers.
- (b) A renter may not retain a caterer in connection with an event at the Pavilion, Fort or PM Pavilion unless, no later than 120 days before such event, the renter submits for the Commissioner's approval the name, address, and the phone number of such caterer and, if appropriate, the name of such caterer's contact person. The Commissioner may disapprove such caterer if the caterer has previously been retained for an event in either Park and at that time did not fully comply with the requirements of this section, did not restore the Kitchen, all areas where food or beverages were served, and any other areas of the rented premises or Park utilized by the caterer to their condition immediately prior to the event, or in any other way failed to demonstrate competence or regard for legal requirements.
- (c) No later than 90 days before an event, the caterer thereof shall deliver to the Commissioner a certificate of insurance executed by an insurance company licensed in Connecticut, stating that the caterer carries both
 - (1) Commercial liability insurance including insurance for liquor liability, products and completed operations liability, contractual liability, and personal and advertising injury liability, providing for a total limit of \$1,000,000 for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence; and stating further that, if such liability insurance is subject to an aggregate limit, the aggregate limit shall be no less than \$2,000,000; and stating further that such liability

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insurance policy names the State of Connecticut as an additional insured; and

- (2) Worker's compensation insurance and employers' liability insurance as required by section 3-291 and 3-284 of the general statutes, respectively, providing for a total limit of not less than \$100,000 per occurrence, \$100,000 for disease per employee, and \$500,000 for disease in the aggregate; provided that a caterer need not obtain liquor liability insurance if alcoholic beverages, including wine, will not be served at the event. If the caterer does not comply with the requirements of this subsection, the Commissioner shall not allow food or beverages to be served at the event. By catering an event, the caterer agrees to, and shall, indemnify and hold the State of Connecticut and Department of Environmental Protection harmless from any and all claims, damages, losses, litigation, or expenses arising out of an injury, including death, or damage to property, resulting from any act, omission, or neglect of the caterer or any of his agents or contractors.
- (d) If caterer fails to comply with the requirements of subsection (c) of this section, the Commissioner may cancel the subject event.
- (e) The caterer is required to have a liquor permit issued pursuant to section 30-37j of the Connecticut General Statutes.
- (f) The caterer shall assure that:
 - (1) The only type of food warmer used within the rented premises is an electric warmer or a Sterno warmer, and the only type of food cooker or warmer used out-of-doors is propane or electric stove or an outdoor gas or charcoal grill. At Fort Trumbull, a charcoal grill may not be used in the confines of the Fort;
 - (2) By the end of the event.
 - (A) all waste generated by the event is properly disposed of;
 - (B) all equipment and supplies brought into the premises in connection with the event are removed; and
 - (C) the Kitchen, all areas where food or beverages were served, and any other areas of the rented premises or Park utilized by the caterer are restored to their condition immediately before the event;
 - (3) Alcoholic beverages may only be served to guests by an individual under the control and supervision of the caterer or a licensed retailer;
 - (4) Under no circumstance are guests allowed to serve an alcoholic beverages to themselves or any other individuals;
 - (5) Kegs of beer are not present on the rented premises;
 - (6) Alcoholic beverages are not served to any guest who appears to be intoxicated or who may be under 21 years of age and does not provide legal proof of age;
 - (7) Alcoholic beverages served shall be free of charge, tipping a bartender or other server of alcoholic beverages is prohibited, and no bartender or other such server may solicit a tip; and
 - (8) Service of alcoholic beverages will stop one-half (1/2) hour before the scheduled end of an event.

Section 23-4-18. Photography

- (a) Within the rented premises, at Harkness, photography may be conducted only in a room specifically rented for the event. No person may, without the approval and supervision of Department personnel, move any furnishing at Harkness for the purpose of photography.
- (b) Photography shall be allowed at the Harkness gardens during all times when the gardens are open to the public, provided that photography shall not interfere with the public's enjoyment of the gardens.

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Section 23-4-19. Music

- (a) Musical instruments or other equipment for providing music during an event shall be delivered to the Park only with the approval of the Park Supervisor, and as soon as delivery is completed the vehicle(s) delivering such equipment shall either be parked in the parking lot or removed from the Park.
- (b) A musician or disc jockey retained in connection with an event shall supply any equipment or furnishings he or she needs, including tables, table coverings, and extension cords; all such equipment and furnishings shall be approved prior to scheduled date of the event by the Park Supervisor.
- (c) At an event at the Mansion during which sound is electronically or otherwise amplified, sound shall not be allowed to exceed, on the east side of the south courtyard, 95dBA at the location six feet west of the amplifying equipment or device, and on the west side of the south courtyard in the open loggia, 85dBA at six feet east of the amplifying equipment or device. If the requirements of this subsection are violated, all sound amplification shall be terminated.
- (d) Musicians or disc jockeys are allowed one-half (1/2) hour to vacate the premises at the end of an event. Failure to do so will result in damages as outlined in section 23-4-11.

Section 23-4-20. Flowers and other decorations

- (a) No person shall use or allow the use of an open flame in a floral arrangement or other decoration at an event unless the flame is fully enclosed in a hurricane globe, chimney, or similar container.
- (b) Every floral arrangement and other decoration at an event shall be free-standing and shall not be attached by glue, tape, staples, tacks, or any other means to any wall, light fixture, or other appurtenance or furnishing in the rented premises, provided that fabric used as a component of a decoration may, with the approval and supervision of Department personnel, be draped over an appurtenance or furnishing in the rented premises.
- (c) Any container for flowers or plant used in the rented premises shall be watertight and shall, if placed upon or over an appurtenance or other furnishing in such premises, rest on or in a watertight material or object a size and configuration adequate to capture any plant matter and any dripping liquid.

Section 23-4-21. Miscellaneous requirements

- (a) If the renter is an individual, he or she shall be present at the event from its scheduled commencement until its scheduled end. If the renter is other than an individual, such renter shall, no later than 60 days before the scheduled event, inform the Commissioner in writing of the name, title, and home and business telephone numbers of an employee or other agent designated by such renter as responsible for assuring compliance with the provisions of Sections 23-4-7 through 23-4-22; and such designee shall be present at the event from its scheduled commencement until its scheduled end.
- (b) No person may smoke in the rented premises.
- (c) No person may throw birdseed, confetti, rice, glitter or silly string at the rented premises.

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- (d) In connection with an event, no tent other than a caterer's tent may be used at Rocky Neck State Park and no tent other than the caterer's tent and the south courtyard tent may be used at Harkness Memorial State Park.
- (e) No tents shall be allowed at the GC Visitors' Center or terrace at Gillette Castle State Park. In connection with an event at Fort Trumbull, no tent shall be allowed in the interior of the Fort. Tents may be erected on the south lawn with authorization of the park supervisor. At Putnam Memorial State Park, a caterer's tent (144 square foot maximum) may be set up on the west side of the building only; no other tent will be allowed.
- (1) Tents may be set up on the day of the event and shall be removed by the end of the following business day.
- (f) If alcoholic beverages are to be consumed during an event at Rocky Neck State Park, Fort Trumbull State Park or Putnam Memorial State Park but the renter has not retained a caterer to provide food, the following requirements shall apply:
- (1) The renter shall employ a bartender or other server to serve alcoholic beverages.
- (2) No later than 90 days before the event, the renter shall deliver to the Commissioner a valid certificate of insurance demonstrating that the renter is insured for liquor liability in the amount per individual of \$750,000 and per occurrence of \$1,500,000. If the renter does not comply with the requirements of this subsection, the Commissioner shall not allow alcoholic beverages to be served at the event and may cancel the event.
- (3) No guest shall bring an alcoholic beverage into the Pavilion, the Mansion, the Fort, Conference Center, FT Visitor Center, GC Visitors' Center or PM Pavilion.

Section 23-4-22. Renter's responsibilities

In connection with an event, the renter shall assure that all provisions of Sections 23-4-7 through 23-4-22 are complied with. This section shall not relieve any other person of his or her obligations under such sections.