

MUSEUM SPECIAL USE GUIDELINES & APPLICATION

These guidelines are intended to answer the many questions which arise regarding hosting an event at one of the museums owned and operated by the State Historic Preservation Office (SHPO) of the Department of Economic and Community Development (DECD). If you would like to host an event, please submit a completed application and proof of insurance to the museum.

STATUTORY AUTHORITY

Connecticut General Statutes §10-413 authorizes the SHPO to maintain and operate historic properties for public visitation so as to inform the public of the historic significance of the site. Currently, the SHPO owns and operates the following museums:

Eric Sloane Museum & Kent Iron Furnace
National Register of Historic Places
State Archaeological Preserve
31 Kent-Cornwall Road (Rt. 7) / P.O. Box 917
Kent, CT 06757
860-927-3849
eric sloane.museum@ct.gov

Old New-Gate Prison & Copper Mine
National Historic Landmark
State Archaeological Preserve
115 Newgate Road / P.O. Box 254
East Granby, CT 06026
860-653-3563
newgate.museum@ct.gov

Henry Whitfield State Museum
National Historic Landmark
State Archaeological Preserve
248 Old Whitfield Street
Guilford, CT 06437
203-453-2457
whitfieldmuseum@ct.gov

Prudence Crandall Museum
National Historic Landmark
State Archaeological Preserve
1 South Canterbury Road / P.O. Box 58
Canterbury, CT 06331
860-546-7800
crandall.museum@ct.gov

SPECIAL USES & EVENTS

Special uses and events may be permitted by the SHPO when there is meaningful association between the museum and the event and the event will contribute to the visitor understanding of the significance of the museum. Completed applications and proof of the requisite liability insurance shall be submitted to the museum at least thirty (30) days prior to the date of the requested use. Requests for filming are to be made in writing directly to the State Historic Preservation Officer.

APPROPRIATE USE

The concept of appropriate use is especially important with regard to visitor enjoyment because the fundamental purpose of all museums also includes providing for the enjoyment and education for present and future generations. Uses shall be consistent with the historic integrity and mission. The determination of an appropriate use is at the sole discretion of the State Historic Preservation Officer. The State Historic Preservation Officer shall allow only uses that are: (1) appropriate to the purpose for which the museum serves, and (2) can be sustained without causing unacceptable impacts. A representative of the SHPO shall be on the premises at all times during the special use. All associated costs must be reimbursed by the licensee.

LIABILITY INSURANCE

All groups requesting to use a museum or property shall, along with completing the application, provide the following proof of insurance.

Insurance Requirements

All requirements stated are set by the State Insurance and Risk Management Board (SIRMB) and are not subject to the discretion of the SHPO, DECD, and/or its employees. The insurance policy(s), which financially supports the hold harmless and indemnification agreement, does not automatically become effective upon execution of the contract. Coverage applies only when the outside group's insurance company issues the required insurance policies or endorses existing policies to conform to the State's guidelines. Before commencing work or conducting an event, the outside group shall obtain, at its own cost and for the duration of the contract, the following insurance:

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit. Alcoholic beverages may not be served or sold at any SHPO museum.
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired, and non-owned automobiles. If the vendor/contractor does not own an automobile used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.
- 3) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Policy Disease Limit, \$100,000 each employee. An Umbrella Policy may be used to meet the minimum liability limit guidelines (i.e. permittee has only \$500,000 of Commercial General Liability and Auto coverage, but they buy a \$500,000 Umbrella policy to meet the \$1,000,000 minimum liability limit requirements).

Insurance Provisions

- A) The State of Connecticut, its officers, officials, employees, agents, Boards, and Commissions shall be named as Additional Insured on the Commercial General Liability Policy and Umbrella Policy. The coverage shall contain no special limitations on the scope of protection afforded to the State.
- B) The outside group shall assume any and all deductibles in the described insurance policies.
- C) The outside group's insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.
- D) Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the State.
- E) Each required insurance policy shall not be suspended, voided, cancelled, or reduced except after 30 days prior written notice by certified mail has been given to the State.
- F) "Claims Made" coverage is unacceptable with the exception of Professional Liability. All coverage is to be written on an "Occurrence" policy form.

Verification of Coverage

A Certificate of Insurance must be received and approved by the SHPO no later than 10 (ten) days after the execution of the request for special use. The certificate must be signed by a person authorized to sign by the insurer and shall prove that the minimum limits of coverage are provided and the terms and conditions.

The Certificate of Insurance shall clearly identify the State of Connecticut, its officers, officials, employees, agents, Boards, and Commissions as Additional Insureds and shall indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.



MUSEUM SPECIAL USE APPLICATION

All applications for special use must be made at least thirty (30) days prior to requested date.

Organization (Licensee) _____ Date _____

Address _____

Contact Person _____ Telephone _____

E-mail _____

Purpose for which you intend to use the museum building(s) and property _____

Portion of museum building(s) and property you intend to use _____

Date (indicate rain date if appropriate) _____

Hours (include set-up, event, clean-up) _____

RESPONSIBILITIES AND OBLIGATIONS OF LICENSEE

- 1. Licensee shall contact museum staff as directed to arrange on-site details upon notification of approval of this request. Arrangements must be complete at least three days prior to use.
2. Licensee shall secure Commercial General Liability Insurance, as required, in the amount of \$ _____ to cover all aspects of the licensee's use of _____ (museum) with the State of Connecticut named as an additional insured. A Certificate of Insurance documenting this coverage must be received no later than 10 (ten) days after the execution of this license.
3. Licensee shall not assign this license.
4. Licensee and/or its agents, members, and/or employees shall not cause damage to State property.
5. Licensee's event, if open to the general public, shall be accessible to individuals with disabilities.
6. Licensee shall secure any other licenses, permits, or approvals otherwise required for its use by the federal government, the State of Connecticut, or local government.
7. Licensee shall comply with any reasonable order, oral or written, by the SHPO, its employees, and/or its designated representative.
8. Said license is revocable, without cause, immediately upon oral or written notice of the SHPO.
9. Licensee shall not serve or sell alcoholic beverages.
10. Licensee shall leave the facility in the same condition as it was found prior to the event, including the removal of all trash.
11. Licensee shall protect the health and safety of attendees of the event.
12. Commercial activity, except as specified below, is prohibited.
13. Licensee shall reimburse the SHPO for personnel costs as determined by the SHPO.

SHPO HEREBY LICENSES TO THE LICENSEE THE FOLLOWING:

1. Licensee shall have access to the premises as follows (date/time/location)

2. Licensee may use the premises for the following purposes (describe event)

3. Licensee may sell the following at the event and retain any profit

4. Licensee may charge the public the following for access to the event and retain the earned income as stated above

Additional terms and conditions

THIS LICENSE IS VALID ONLY IF SIGNED BY BOTH PARTIES

Licensee Signature

State Historic Preservation Officer or
Designated Representative Signature

Name (please print)

Name (please print)

Title

Title

Date

Date