



Smithsonian
Institution

SMITHSONIAN DIRECTIVE 401,
March 1, 2019,

Attachment A

RENTAL OF THE NATIONAL MUSEUM OF THE AMERICAN INDIAN, MALL MUSEUM POLICY

1. PURPOSE

This document establishes rental and federal use policies applicable to the use of the National Museum of the American Indian, Mall Museum (NMAI-Mall) in Washington, DC. This policy supplements the SD 401.

2. TYPES OF RENTAL EVENTS

The following types of rental events are authorized at the National Museum of the American Indian, Mall Museum:

- Private receptions for corporations, non-profits, and foundations;
- Fundraising events for organizations with 501(c)(3) tax-exempt status;
- Personal social events for adults such as wedding receptions, memorials, anniversary celebrations, and birthday parties for those over the age of 13;
- Personal youth events, such as proms, dances, and birthday parties for those over the age of 13; and
- Business gatherings in non-public spaces;

No events hosted on Thanksgiving, the Friday after Thanksgiving, or Christmas Day.

3. RULES

The National Museum of the American Indian celebrates the culture, art, and history of Native peoples. The museum has indoor and outdoor event spaces that can accommodate groups of various sizes, many of which have stunning views of both the U.S. Capitol and the National Mall. The following policies have been instituted to preserve and protect the spaces and collections. The Smithsonian Institution special events coordinator assigned to an event is responsible for ensuring these rules are followed.

Prohibited Activities

The following activities are prohibited at the National Museum of the American Indian:

- a. Political activities, including solicitations for candidates; campaign kick offs, or other activities directed toward the success or failure of a partisan candidate, political party, or partisan political group;
- b. Violations of any federal or local law regarding the sale of alcoholic beverages or other restricted substances;
- c. Sales of non-Smithsonian products or services;
- d. Gambling;
- e. Religious or civil ceremonies (other than those incidental to a wedding Rental);
- f. Solicitations by for-profit entities (for example, ticketed events advertised to the general public); and
- g. Film screenings.

Use of the Smithsonian Name

The use of the Smithsonian name and the National Museum of the American Indian name is prohibited, except to indicate the address of the rental event. Licensees are prohibited from using the Smithsonian or National Museum of the American Indian logo.

Reservations

Inquiries into space availability can be sent via email to nmai-specialevents@si.edu or via a call to 202-633-6982. The Office of Special Events will only hold two event dates while the Licensees is making final event arrangements.

Upon notification that the prospective Licensee would like to move forward with booking the space, the NMAI-Mall Office of Special Events will send a contract. The prospective Licensee has 20 business days to sign the contract and submit the necessary deposit. In the event we receive another inquiry for the same date(s) and we have not received a signed contract, the prospective Licensee will be given first right of refusal and be given 3 business days to return a signed contract with confirmation of deposit. After three business days the secondary hold will be given the option to go to contract.

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Hours of Events

The NMAI-Mall Museum is open to the public from 10:00 am - 5:30 p.m. every day except December 25.

Daytime events may begin at 8:00 a.m. and must conclude by 5:30 p.m. The duration of each event is based on an 8-hour event package which includes load in, event duration, and load out.

Evening events may begin at 6:00 p.m. and must end by 11:30 p.m. The duration of each event is based on a 10--hour event package which includes load in, event duration, and load out.

Set-up

For daytime events, load in cannot begin before 7:00 a.m. unless client requests and pays for additional hours. Load out must conclude by 6:30 p.m. Any load-in or breakdown which requires additional time will be billed at a rate of \$250 per hour.

For evening events, vendors will be allowed on the floor starting at 3:30pm during which time the space will remain open to the public until 5:30pm. No sharp objects, food, or beverages may be in public spaces at this time. Any load-in or breakdown which requires additional time will be billed at a rate of \$500 per hour.

Site Visits and Walk-throughs

Site visit appointments can be scheduled and accommodated Monday through Friday, 9:00 a.m. to 5:00 p.m. based on space and staff availability.

Once an event is confirmed, a walk-through or confirmation call with a Smithsonian special events coordinator, vendors, event planners, and the Licensee must take place at least two weeks prior to the event. One month prior to the event, Licensees must submit a list of vendors and a floor plan for approval.

Payments

Upon receipt of the contract the Licensee has 20 business days to sign the contract and submit the necessary deposit. Upon receipt of the contract and deposit the Special Events Manager will countersign the contract and confirm the event. Remaining payment is due 20 business days prior to the event.

In the event of cancelation more than 20 business days out from the event, the event deposit will not be returned. **In the event of cancelation within 20 business days of the event, all payment received will not be returned.** NMAI will endeavor to re-schedule the event based on the Museum's availability, but it is not guaranteed.

Payment can be received via cash, check, or credit card.

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Contracting

This attachment may be provided at the time of inquiry to inform prospective Licensees of NMAI's rules and requirements. This attachment will be incorporated into an Event Agreement that includes additional legal requirements. The event is not guaranteed until all parties sign an event contract, and deposit has been received.

Insurance

Licensee and each of its vendors must maintain appropriate insurance and indemnify and hold harmless the United States and the Smithsonian, its agents and employees, from any and all claims, damages, or other liability arising out of its use of the Smithsonian's facilities.

Certificates of insurance are due no later than one week prior to event. The Smithsonian will cancel the proposed event if insurance certification is not received prior to the event.

Licensee and each of its vendors and other service providers shall obtain and carry liability insurance as follows:

- General liability insurance pertaining to the event in the minimum amount of two million (\$2,000,000) dollars per occurrence, with the Smithsonian Institution and the United States Government named as additionally insured. For events with an expected attendance over 2,000 people, the limit of liability shall \$5,000,000 dollars per occurrence.
- All vendors and other service providers (excluding florists, musicians, and photographers using hand-held cameras) must have general liability insurance providing coverage of not less than \$2,000,000 per occurrence for injury and general liability, with the Smithsonian Institution and the United States named as additional insured. Florists, musicians, and photographers using hand-held cameras must maintain and provide proof of current insurance.
- Vendors providing or serving alcohol (e.g., caterers) must have not less than an additional \$2,000,000 in specific general liability insurance pertaining to their service of alcohol, with the Smithsonian Institution and the United States Government named as additional insured.
- Auto Liability Coverage. If Vendor uses auto(s) on Smithsonian premises, Auto Liability in the minimum amount of \$1,000,000.00 dollars per occurrence, combined single limit.
- All vendors must carry workers compensation coverage as required by the jurisdiction where the work will be performed.
- Licensee and its vendors may meet the insurance requirements through separate, combination, or package policies if they meet the required limits and scope of coverage. Umbrella and/or excess policy limits may be accepted to meet the required limits and scope of insurance.

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Vendors

The National Museum of the American Indian maintains a list of approved vendors who have successfully operated in our spaces and are knowledgeable about our requirements. A copy of the approved vendor list is attached. If any of your proposed vendors are not on the list, they must be approved by the National Museum of the American Indian before contracts are signed. All proposed vendors must meet the building requirements and demonstrate substantial experience working in historic buildings, museums, or similar locations in the past year in order to provide services at events in the National Museum of the American Indian. Food providers who are not on the approved vendor list must partner with a licensed caterer from the list. All vendors must abide by the insurance requirements listed above.

All Social Events hosted at the museum are required to contract approved day-of event coordinator. The coordinator's responsibility is to oversee all vendors, load-in, load-out, and ensure that vendors and attendees are following the rules set out in the agreement and vendor policy.

Role of the Special Events Coordinator

A designated NMAI Coordinator will be on-site for the duration of your event to ensure the safety of the building, collections, and the guests. At any time if safety and security of the building, collections, and guests are in question, the NMAI coordinator will address with the Licensee's on-site event coordinator. Should the issue not be resolved by the Licensee's event coordinator, the NMAI event coordinator will work with security to determine if the event should be shutdown.

The NMAI Coordinator should be notified of any celebrity, dignitary, Cabinet level official, or Member of Congress, that will attend in order for proper arrangements to be made with the NMAI security team.

Press and Public Relations

Licensee must notify the Special Events Coordinator in advance of all invited press and photography coverage.

The museum may be listed on printed material as the site or venue for the event only. The names of the Smithsonian and the museum may not otherwise be used in any advertising, promotions, or publications. Copies of all printed and electronic material containing this reference (i.e., advertising, promotional, tickets, websites, emails, invitations, and menu cards) shall be submitted to the Special Events Coordinator for approval before distribution. Announcements and invitations may not be issued until the Agreement has been signed and the deposit received.

The Licensee must notify the Smithsonian special events coordinator in writing at least 2 weeks in advance of any plans to use professional photographers or videographers at the event.

During the event, Licensee may photograph and record within the interior of NMAI at locations specified by Museum, so long as (1) the images and recordings will be used only for personal, non-commercial, or internal corporate use, and (2) any appearance of Smithsonian names, logos, staff, collections, iconic Smithsonian locations, or other identifiable Smithsonian

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content in the images or recordings are background and incidental. In no case shall the images or recordings be used in a way that it suggests that the Smithsonian or NMAI endorses Licensee or its activity.

Materials and Décor

No materials may be sent to the facility prior to the event. All event materials must come in the day of the event and removed at the conclusion of the event. Any materials left at the conclusion of the event will be discarded.

The following will not be permitted at any events taking place at the museum: fountains of any kind, hazers, fog machines, helium balloons, confetti.

Any signage posted at the event must be approved in advance of the event. Installation, placement, and the process by which the items are installed must also be approved in advance. This includes all proposed signage or décor outside the building.

All flowers, décor elements, equipment, and debris must be removed from the NMAI by the vendors at the conclusion of the event. No seed pods, bark or dead wood may be used in floral arrangements.

Facilities Regulations

Food and Beverages

No food or beverages are permitted in the galleries.

All food and beverages must be received and served by a licensed caterer.

No red beverages, including red wine, can be served during standing receptions. Red beverages are allowed at seated dinners for an additional fee of \$1,000.

Smoking

Smoking of any kind is not permitted anywhere within the National Museum of the American Indian, including the terrace, or within 25 feet of the entrances.

Open Flame

Fire regulations prohibit the use of lit candles other than votives. Matches may not be used to light votives or sterno. Flame starters are permitted. Use of propane equipment by a caterer or another vendor is not permitted within the museum or on museum grounds.

Building Regulations

Individuals must be fully clothed at all times and shoes must be worn at all times. Any guests refusing to adhere to this policy will be escorted from the facility by security guards.

There is no parking permitted on property.

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No merchandise sales will be permitted onsite. Arrangements to keep the gift shops open and potential sales through Smithsonian Enterprises can be made.

NMAI will bear no financial responsibility for any disruptions that may occur due to mechanical difficulties, Museum emergencies or unanticipated events beyond the Museum's control.

Outdoor Spaces

Tents are not to be staked in the grass or attached to/tied to/supported by any garden furnishings (benches, urns, etc.).

The walkway along Maryland Avenue must remain open to pedestrian traffic at all times. Special arrangements can be made to close the Welcome Plaza and Riverwalk with permission from the Smithsonian special events coordinator.

Plywood or other approved materials should be placed under generators or other equipment that could potentially leak oil, grease, or liquids that could stain the garden walk.

Vehicles are not allowed on the Welcome Plaza without prior approval.

Guests are not permitted in the landscape or water feature.

Any damages to the garden and/ or collections will be the responsibility of the Licensee.