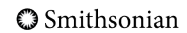




# NATIONAL MUSEUM OF THE AMERICAN INDIAN

## MUSEUM RENTAL EVENTS POLICY

Smithsonian Directive 401, Attachment A



### 1. PURPOSE

This document establishes rental and federal use policies applicable to the use of the National Museum of the American Indian (NMAI-DC) on the National Mall in Washington, D.C. 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:

- 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 will be hosted on Thanksgiving, the Friday after Thanksgiving, or Christmas Day.

### 3. RULES

In partnership with Native peoples and their allies, the National Museum of the American Indian fosters a richer shared human experience through a more informed understanding of Native peoples. The museum has indoor and outdoor event spaces that can accommodate private events 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 NMAI 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:

- 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;
- Violations of any federal or local law regarding the sale of alcoholic beverages or other restricted substances;
- Sales of non-Smithsonian products or services;
- Gambling;
- Religious or civil ceremonies (other than those incidental to a wedding rental);
- Solicitations by for-profit entities (for example, ticketed events advertised to the general public); and
- 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](mailto: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 Licensee is making final event arrangements.

Upon notification that the prospective Licensee would like to move forward with booking the space, the NMAI Office of Special Events will send an event agreement and invoice. The prospective Licensee has until the day specified in the agreement 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 three 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.

### **Hours of Events**

The National Museum of the American Indian is open to the public from 10:00 a.m. to 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 \$300 per hour.

For evening events, vendors will be allowed on the floor starting at 3:30 p.m. during which time the space will remain open to the public until 5:30 p.m. No sharp objects, food, or beverages may be in public spaces at this time. Some vendor load in may take place between 7:00 a.m. and 10:00 a.m. with prior approval from the NMAI Special Events Coordinator. Any load-in or breakdown which requires additional time will be billed at a rate of \$500 per hour. Hourly rate subject to increase for load-in or breakdown taking place on weekends or Federal holidays.

### **Site Visits and Walk-Throughs**

Site visit appointments can be scheduled and accommodated Monday through Friday, excluding federal holidays, between 10:00 a.m. and 5:00 p.m. based on space and staff availability. Once an event is confirmed, a walk-through or confirmation call with a NMAI 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 until the date specified in the Agreement to sign the contract and submit the necessary deposit. Upon receipt of the contract and deposit, the Special Events Manager will countersign the agreement and confirm the event. Remaining payment is due prior to the event on the date specified in the Agreement.

**If the event is canceled by Licensee, any and all deposits and payments received by the Smithsonian prior to the date of cancellation are non-refundable and 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.

### **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 agreement 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 Coverage:** 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.
- **General Liability Coverage Continued:** 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 dollars 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.
- **Alcoholic Beverages:** Vendors providing or serving alcohol (e.g., caterers) must have not less than an additional \$2,000,000 dollars in specific general liability insurance pertaining to their service of alcohol, with the Smithsonian Institution and the United States Government named as additional insured.
- **If Licensee or vendor uses auto(s) on Smithsonian premises,** auto liability coverage in the minimum amount of \$1,000,000 dollars per occurrence, combined single limit.
- **Workers Compensation:** All vendors must carry workers compensation coverage as required by the jurisdiction where the work will be performed.
- **Meeting Insurance Requirements:** 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.

The National Museum of the American Indian understands that many Government Agencies are self-insured and are not required to obtain insurance or indemnify the Smithsonian per the Event Agreement. Each of the Agency's vendors and other service providers/supplies shall obtain and carry liability insurance as outlined in the Event Agreement.

### **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 can be furnished by NMAI Office of Special Events. If any of your proposed vendors are not on the list, they must be approved by the National Museum of the American Indian. Vendor approval is at the discretion and availability of the NMAI Office of Special Events.

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. All vendors must abide by the insurance requirements listed above.

All weddings and full-building social events hosted at the museum are required to contract with an approved 30-day event coordinator. The coordinator's responsibility is to oversee all vendors, load-in/out, and ensure that vendors and attendees are following the rules set out in the agreement and vendor policy.

### **Role of the NMAI Special Events Coordinator**

A designated NMAI Special Events 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, or guests are in question, the NMAI Special Events Coordinator will address these concerns with the Licensee's on-site event coordinator. Should the issue not be resolved by the Licensee's event coordinator, the NMAI Special Events Coordinator will work with Smithsonian Security to determine if the event should be shutdown.

The NMAI Special Events Coordinator must be notified of any celebrity, dignitary, Tribal Leader, Cabinet level official, or Member of Congress who may attend the event for proper arrangements to be made with the NMAI Security team and Smithsonian Office of Government Relations.

### **Press and Public Relations**

Licensee must notify the NMAI Special Events Coordinator in advance of all invited press, social media 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 NMAI 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 NMAI Special Events Coordinator in writing at least two 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 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**

NATIONAL MUSEUM *of the* AMERICAN INDIAN  
© Smithsonian

**National Mall:** Fourth Street and Independence Ave. SW, Washington DC 20560 | **New York City:** 1 Bowling Green, New York, NY 10004  
**Cultural Resources Center:** 4220 Silver Hill Road, Suitland, MD 20746 | [americanindian.si.edu](http://americanindian.si.edu)

No materials may be sent to the facility prior to the event without prior approval of the NMAI Special Events Coordinator. All other vendor and event materials must arrive onsite the day of the event and be 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. Red beverages can be permitted at receptions for an additional fee of \$1,000.

#### **Smoking & Vaping**

Smoking and vaping 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 chafing fuel. Flame starters are permitted. Use of propane equipment by a caterer or another vendor is not permitted within the museum or on museum grounds. The Akaloa Firepit may only be used for events with prior approval from the NMAI Special Events Coordinator.

#### **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.

There is no parking permitted on the property.

No merchandise sales will be permitted onsite. Arrangements to keep the gift shop open can be made with prior approval from NMAI Special Events Coordinator. NMAI may charge Licensee a fee to

open the gift shop outside of standard operating hours.

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 and structures must be appropriately ballasted. 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 always remain open to pedestrian traffic. Special arrangements can be made to close the Welcome Plaza and Riverwalk with permission.

The National Native American Veterans Memorial located within the museum's landscape must remain open to visitors 24/7, even during private event rentals of the Welcome Plaza and Riverwalk. The National Native American Veterans Memorial cannot be rented for a private event.

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 or contaminate the immediate environment.

Vehicles are not allowed on the Welcome Plaza.

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.