

SMITHSONIAN DIRECTIVE 401, March 1, 2019

Attachment A

USE OF SMITHSONIAN ARTS AND INDUSTRIES BUILDING FOR SPECIAL EVENTS, PUBLIC PROGRAMS, RENTALS AND FEDERAL USE

Arts and Industries Building Policy

1. PURPOSE

This document establishes policies applicable to the use of Smithsonian Arts and Industries Building facility for special events, public programs, rentals, and use by federal entities. This policy supplements SD 401.

2. TYPES OF RENTAL EVENTS

The following types of rental events are authorized at the Smithsonian Arts and Industries Building

- Private corporate and non-profit receptions
- Fundraising galas for organizations with 501(c)(3) tax-exempt status
- Private business meetings
- Personal social events for adults such as wedding receptions, memorials, anniversary celebrations and birthday parties

We are unable to accommodate youth events, such as proms, dances, bar/bat mitzvahs, debuts, cotillions, quinceañeras, or birthday parties

Weddings are limited to six per calendar year and not more than one per month

3. RULES

The Smithsonian Arts and Industries Building (AIB) is a grand venue to hold special events, such as receptions, luncheons, dinners, and meetings. The AIB and Haupt Garden grounds are considered as gallery spaces and should be treated accordingly. The following policies have been instituted to preserve and protect the spaces. The Smithsonian special events coordinator assigned to an event is responsible for ensuring these rules are followed.

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Prohibited Activities

The following activities are prohibited at all rentals at the Smithsonian:

- 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 reception rental); and
- f. Solicitations by for-profit entities (for example, ticketed events advertised to the general public).

Use of the Smithsonian Name

The use of the Smithsonian name, including the name "Arts and Industries Building" is prohibited, except to indicate the address of the rental event. Licensees are prohibited from using the Smithsonian logo.

Announcements and advertising concerning the event are not permitted prior to the Licensee's payment of the deposit.

Reservations

A prospective Licensee may place a maximum of 2 dates on hold on the calendar. An application must be submitted and approved before the dates can be held. In the event we receive another inquiry for the same date(s), the prospective licensee will be given first right of refusal and be given 48 hours to return a signed contract. After 48 hours, the hold will be released. In all other cases, once a prospective licensee receives a contract, the signed contract is due back to the Office of Special Events and Protocol within 10 business days along with a 30% deposit. The balance of the fee must be received in full at least one month prior to the event date.

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Payments/Cancellations/Refunds

Payments

- 30% of the rental is due as a deposit upon signing event agreement.
- The remaining balance of the rental is due at least one month out from the date of the event.

Cancellation/Refunds

- If the client cancels the event 1 year or more from the date of the event, 75% of the rental paid will be refunded.
- If the client cancels the event 6 months 1 year from the date of the event, 50% of the rental paid will be refunded.
- If the client cancels the event 3 months 6 months from the day of the event, 25% of rental paid will be refunded.
- If the client cancels the event less than 3 months or less from the day of the event, no refund will be given.

Hours of Events

The Smithsonian Arts and Industries Building is currently closed to the public and therefore setup and event start times are flexible.

All pricing includes a 14 hour package rate which includes the set-up and break-down time. Any break-down which requires additional time will be billed at a rate of \$2000/hour. Events must end by 11:00 pm.

Site Visits and Walk-throughs

Please call the Smithsonian Office of Special Events and Protocol at 202-633-2020 to schedule an appointment with one of our special events coordinators. Site visit appointments can be scheduled and accommodated Monday-Friday, 8:30 a.m.-5:00 p.m.

While the Office of Special Events and Protocol (OSEP) recognizes the importance of viewing the site during the event planning process, the office requests that such visits be kept to a minimum and that all subcontractors join in one visit, rather than several. All site visits are by appointment only and must be approved in advance by OSEP. Smithsonian event coordinators are available for up to 3 walk-throughs per event.

Once an event is confirmed, a walk-through with the Smithsonian special events coordinator, all vendors, event planners, and the client must be scheduled at least 3 weeks prior to the event. Clients must submit a list of vendors and a floor plan for approval prior to the final walk-through.

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Weddings

For wedding ceremonies and wedding receptions, a wedding planner must be designated as the point of contact between the venue and client. This individual must attend all walkthroughs, oversee event vendors, and stay through completion of event load out.

Insurance

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

- Licensee must have 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/suppliers (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.
- 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.
- Certificates of Insurance should be sent via fax or e-mail to the Museum Representative designated. **Do not mail copies of certificates of insurance.**
- In no case will the facilities be available without the above stated coverage. Licensee shall provide insurance certificates at least 30 days prior to the event date. The Smithsonian will cancel the proposed event if insurance certification is not received by this date.

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Vendors

The Office of Special Events 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 through the Office of Special Events and Protocol first. 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 Arts and Industries Building. Food providers who are not on the approved vendor list must partner with a licensed caterer from the list.

Operational Rules for Entire Facility

General rules

- Smoking of any kind is not permitted anywhere within the Arts and Industries Building or within 15 feet of the entrances.
- 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.
- All events must end by the contracted end time. A fee will be incurred for events that extend beyond the contracted time.
- Events must end no later than 11:00 pm.

Deliveries, Setup and Cleanup

- 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.
- There is no parking permitted at any time. Securing the necessary parking is the responsibility of the client and contractors. Once a truck is unloaded, it must be moved off property.
- Cords must be taped down, and vendors are responsible for bringing their own tape.
- All table legs need to have rubber feet and all chairs need felt tips to prevent scratching the marble floors.
- Any equipment stored in the East Hall must have masonite underneath to protect the floor, and must be separated into sections with 20' empty space between groupings.
- ALL floor plans, materials specs, build information must be submitted two to three
 weeks in advance to receive approval from the Smithsonian Office of Safety, Health and
 Environmental Management (OSHEM) for placement and use.
- If any vendor needs to bring in a lift, permission must be requested in advance and a description of the lift to include type of lift, size, and weight must be provided at least 3-5 days prior to the event date. Lifts must have soft rubber wheels, must be powered electrically (no propane or other gas allowed), and remain on masonite at all times.

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- The client, the client's DMC, or the client's event planner must be on site during all deliveries, set-up and load-outs.
- Masonite must be provided and used for all vendor load-ins and load-outs. Masonite
 must be placed beginning at the East entrance and in a path to the Rotunda and into the
 halls. Masonite must also be placed from the East entrance to the vendor prep area at
 the East end. All carts must be rolled on masonite or walk-off mats.
- No heavy equipment may be set-up/placed on the row of slate lining the perimeters of all halls unless the equipment completely straddles the slate. Thick plywood (3/4 inch) is required over the slate at the load-in entrance if any oversized equipment will be brought in
- For safety and egress in an emergency, all set-ups must include a 10' perimeter around each hall, or a 20' aisle down the middle of each hall, and also must be 10' from each exit door in each hall.
- Access to the second floor is restricted. If an AV or lighting vendor requires access they
 must receive approval from the special events coordinator. No food or beverages
 (including water) are allowed on the second floor per Smithsonian safety regulations.
- All deliveries and load-ins for vendors are via the East entrance to Arts and Industries.
 When unloading, trucks must not block any parking spaces or vehicles parked in the lot.
 Only two trucks can pull in to the lot at a time. Trucks waiting to access the loading dock must remain on the street. Trucks should not block garden storage area near East doors.
- Trucks need to be removed from parking lot after load-in and before set-up.
- Vendors must remove all trash at the conclusion of each day they are in the building. No dumpster is provided for use, and trash must be taken away when departing. Vendor supervisors are required to ensure no trash is left prior to departure.
- Breakdown may not begin until all guests have departed.
- Breakdown should be completed within 2 hours after the conclusion of the event. If a vendor will need additional time, this should be arranged with the Smithsonian special events coordinator prior to the event.

Press and Public Relations

- Licensee must notify the Office of Special Events and Protocol in advance of all invited press and photography coverage.
- The AIB and Haupt Garden may be listed on printed material as the site or venue for the event only. The names of the Smithsonian, its museums, the AIB and Haupt Garden or Smithsonian 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 Office of Special Events and Protocol for approval before distribution.
- Announcements and invitations may not be issued until the Agreement has been signed and the deposit received.

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Photography and Videography

- The use of selfie sticks is not permitted.
- 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 AIB at locations specified by the Office of Special Events and Protocol, 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 endorses Licensee or its activity.

Signage and Decorations

- Fountains, hazers, and fog machines are not permitted on the premises.
- Helium balloons and confetti are not permitted on the premises.
- No posters or banners may be displayed without the advance written approval of the Smithsonian special events coordinator. When approved, such installations, placement and the process by which the items are installed must be approved by the Smithsonian special events coordinator.
- No signage or displays of any kind may be displayed outside of or on the building.
- Florals must be arranged offsite; no assembling of floral arrangements is permitted onsite.
- If plants are provided for the fountain area, vendor must ensure that entire fountain is swept and removed of all plant debris after the event.
- Any approved trees and plants must be thoroughly treated with insecticide.
- For any pipe-and-drape that obstructs the existing EXIT signs in the building, vendors must supply illuminated EXIT signs to be placed at the top of the pipe-and-drape. Please provide sandbags at base of pipe and drape.
- All materials must be inherently fire retardant and meet OSHEM standards.
 Documentation should be available upon request. Any wooden elements must bear the appropriate Flame Spread and Smoke Development Factor ratings.

Catering and Alcohol

- Cash bars are permitted.
- Events where alcohol is served must have a "last call for alcohol" announcement 30 minutes prior to the conclusion of the event.
- All food and beverages must be served by a licensed caterer. A copy of the caterer's certificate of liability must be on file with the Office of Special Events and Protocol
- No red wine, red beverages, or red food (berries, red sauces, etc.) can be served during standing receptions. Red beverages and food are allowed at seated dinners.
- Caterer and vendors provide all equipment, tables, chairs and prep area equipment, and trash cans for kitchen.

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- Caterers may only warm food in crescors with sterno in the kitchen prep area; no propane or other gas is permitted in Smithsonian buildings.
- Caterers must supply all water for event; no potable water is available on-site.

Haupt Garden Rules

- Smoking of any kind is not permitted anywhere within the Arts and Industries Building or within 15 feet of the entrances.
- During receptions, no red wine is permitted on premises.
- A security escort is required for photo shoots in the garden at a rate of \$200/hour. Photo shoots must work around the public as the garden is open from sunrise to sunset.
- To protect the garden and all plants and artifacts it contains, please apply the following rules for all events in the garden:
 - Tents are not to be staked in the grass or attached to/tied to/supported by any garden furnishings (benches, urns, etc.). All tents must be supported by water barrels. Water barrels should be confined to the sidewalk areas.
 - No garden furniture or containerized plantings may be moved without prior consent from Smithsonian Gardens. Any damages to the Garden and/or collection furniture will be the responsibility of the event sponsor/requesting unit.
 - All walkways must remain open to pedestrian traffic at all times. Special arrangements can be made to close secondary walkways with permission from the Smithsonian special events coordinator. Closing of secondary walkways must not impede pedestrian traffic to the Castle, African Art, Sackler Gallery, or through the garden. The Haupt Garden is open to the public from dawn to dusk.
 - Food and beverage stations must be set up on walkways or terrace areas to prevent damages to plants and furnishings. Under no circumstances are service stations to be set up on lawn areas.
 - o Plv
 - wood 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 walks. Equipment of this nature is not permitted on the turfgrass.
 - Vehicles are not allowed in the garden without prior approval of Smithsonian Gardens.
 - All cables and extension cords are to be properly secured during all phases of the event for safety purposes.
 - Guests are not permitted on the turfgrass or garden beds.

Contracting

This attachment may be provided at the time of inquiry to inform prospective licensees of the AIB'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 payment has been received.