NATIONAL MUSEUM OF THE AMERICAN INDIAN
GEORGE GUSTAV HEYE CENTER
ALEXANDER HAMILTON US CUSTOM HOUSE
New York City
SPECIAL EVENTS POLICY

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I. INTRODUCTION

This will serve as the policy for special events at the National Museum of the American Indian's (NMAI) George Gustav Heye Center (GGHC) at the Alexander Hamilton U.S. Custom House in New York City. The NMAI is a bureau of the Smithsonian Institution (SI); accordingly, its special events policy is derived from and subject to provisions of the Institution's policy, SO-401. The NMAI/GGHC is operated by the NMAI as outlined in the Lease Agreement between SI and General Services Administration (GSA) and this policy reflects the role of the NMAI as tenant in a GSA owned building.

II. PURPOSE

The primary purpose for an event is to advance the mission of the NMAI, and to share the resources of the Museum with a targeted audience to promote the sciences, arts, and humanities.

The goal of an event must involve at least one of the following:

1) to serve the NMAI and its broad educational mandate, diffuse knowledge through a broad range of programs and activities, and increase the public's understanding of the Museum;

2) to attract new audiences, especially those who have been traditionally under-represented and under-served;

3) to recognize scholars and people of prominence

4) to recognize a substantial gift to the NMAI or to cultivate potential donors and collectors.

The NMAI is supported by Federal Appropriations, by the trust resources of the Smithsonian Institution, and by the generosity of donors -- foundations, corporations, organizations/associations and individuals. It is through such financial support that many of the activities of NMAI are made possible. Organizations who offer a substantial unrestricted donation to the NMAI are invited to celebrate the gift by co-sponsoring a special event at the NMAI/GGHC. Such an occasion provides an opportunity for the NMAI and the donor to jointly commemorate their collaboration.
III. ACCEPTABLE/UNACCEPTABLE EVENTS

All events planned must conform to the Smithsonian Institution and NMAI policies, mission and goals, and General Services Administration guidelines, where applicable. Consistent with the objectives of Title VI of the Civil Rights Act of 1964, Smithsonian facilities shall not be made available to any organization that practices or advocates discrimination based on race, color, religion, sex, national origin, age or condition of disability.

A. Acceptable Types of Events
   
   1. Educational/Public Programs
   2. Donor Recognition
   3. Membership/Development/Cultivation

These types of events may include activities such as educational programs, symposia, workshops, lectures, receptions, Smithsonian board meetings, and on occasion, public exhibition openings. These occasions may or may not include breakfasts or luncheons (approved on a case-by-case basis), dinners, or receptions as part of the program.

B. Unacceptable Types of Events

1. The use of the Museum facilities will NOT be authorized when the primary purpose of the occasion is:
   
   ♦ Social, such as weddings, retirement parties, holiday parties, birthdays, alumni social gatherings, etc.
   
   ♦ Political or Religious in nature; or

   When the event includes--
   
   ♦ Fund-raising, other than for the Smithsonian Institution
   
   ♦ A product promotion, or any type of event which benefits, virtually or exclusively, the outside organization.

2. No co-sponsored events may be held which:

   ♦ charge admission fees excepting conference registration fees for conferences co-sponsored by the Museum subject to special conditions;
   
   ♦ collect donations;
   
   ♦ give door prizes;
   
   ♦ have a cash bar;
hold raffles; and/or

display or promote commercial products or sell articles while in any Smithsonian facility with the exception of those programs presented by the Smithsonian Associates or sales of merchandise by Smithsonian Museum Shops.

IV. APPROVAL CRITERIA/PROCESS

A. Authorizing Official

The Director of the NMAI is the official authorized to approve the use of the Museum facilities for NMAI sponsored and co-sponsored events. Commitments can not be made by anyone other than the Director or the designee.

B. A written request must be submitted to the NMAI Special Events Manager at the NMAI/NMAI/GGHC 10 weeks prior to an event in order to confirm the date. All necessary elements involved, including paperwork and receipt of donation (if applicable), must be received by the NMAI Special Events Manager at least 8 weeks prior to the event date.

C. Once a request has been approved by the Director of the NMAI/NMAI/GGHC, the Special Events Manager will prepare a Letter of Agreement that confirms the event date, the contribution (if applicable), and other financial obligations of the donor or organization, as well as an overview of the program components, number of guests expected, and event scenario. This letter should be signed by the outside organization and returned to the Special Events Manager by the date stated in the letter.

V. NMAI/GSA COORDINATION

Scheduling - NMAI and GSA will coordinate a twelve to twenty-four (12-24) month advance calendar. Applications can be submitted up to a year in advance. The application will be reviewed within two weeks of being submitted and applicant will be notified of approval or rejection.

VI. REGULATIONS

Because of its unique status as a Smithsonian Institution facility located in a space owned by the GSA, the NMAI/NMAI/GGHC is governed by more than one set of regulations.

A. Applicable Federal regulations include:

- 20 USC Section 41, et. sea.;
- 40 USC Section 193 (n)-(w);
- 36 OFR Chapter 504;
- Rehabilitation Act 1973
- American with Disabilities Act 1990
B. Applicable GSA regulations governing special events in the NMAI/GGHC, include 101-CFR, Chapter 20,401-20,408 (PL 94-541) GSA Lease Requirements. Conditions of the GSA/SI Lease Agreement must be complied with.

VII. GENERAL CONDITIONS

A. Non-Compliance with Smithsonian policy and procedures

The Smithsonian Institution reserves the right to deny the use or the continued use of its facilities to any person or organization not in compliance with Smithsonian policy and procedures.

B. Insurance

Every non-Smithsonian organization involved in an event must maintain adequate liability insurance coverage during the term of the agreement for the use of Smithsonian facilities for a special event. The donor/organization must provide the Special Events Manager with a certificate of insurance stating that the Smithsonian Institution and the United States Government are listed as additional insured for the duration of the event.

C. Event Time Frames

In accordance with Smithsonian policy, public spaces should remain open to the public during visiting hours. The regular operating hours of the NMAI/NMAI/GGHC are 10:00 a.m. to 5:00 p.m. and on Thursdays until 8:00 p.m. In order to allow for proper cleaning of public spaces, events should not be scheduled to begin prior to 6:00 p.m. Receptions and dinners, including a program, are designed for an average three-hour time period. Requests for morning or noon events will be handled on a case-by-case basis.

D. Occupancy limits

Occupancy limits for the NMAI/GGHC are established by the Office of Environmental Management and Safety (OEMS), in cooperation with GSA. Occupancy limits and life/safety/fire requirements must conform to the Smithsonian's OEMS guidelines. The Office of Protection Services and the building manager will enforce occupancy limit regulations. Event plans shall be submitted to the Special Events Manager for review prior to all special events. Plans should include table/seating layout, number of guests expected, location of caterer’s operations’ (kitchen), possible obstructions to egress, and any hazardous demonstrations or material. All are to comply with Chapter 47 of the Smithsonian Safety Handbook (SO-419).

Accessibility to persons with disabilities is provided.
Security measures will be determined by the SI Office of Protection Services (OPS), in consultation with the Special Events Manager.

E. No Smoking Policy

Smoking is NOT permitted in the Alexander Hamilton U.S. Custom House at any time (this includes all GSA and NMAI spaces).

F. Alcoholic Beverages

Prior written permission must be obtained to serve alcoholic beverages. Requests should be received by the Special Events Manager no less than 30 days prior to the event. Cash bars are not permitted.

G. Parking

Parking is not available at the Alexander Hamilton U.S. Custom House. However there are several local parking garages that are convenient to the museum’s location. Information on these parking facilities can be provide by the NMAI/GGHC Special Events department.

VIII. EVENT COORDINATION

A. NMAI Staff Event Participation

1. All special events in the NMAI/GGHC are co-sponsored by the NMAI (or another Smithsonian bureau or office) and the donor/organization. The Director of the NMAI, or his designee, acts as co-host at the special event.

2. Official welcoming remarks, delivered by the Director of the NMAI or his designee, are a traditional part of a co-sponsored event at the NMAI. This allows a brief opportunity to represent the NMAI in acknowledging the significance of the occasion and the generosity of the donor (if applicable).

3. A number of senior NMAI staff attend all special events in the NMAI/GGHC. The exact number will be determined by mutual consent with the co-sponsor on a case-by-case basis. Names and titles of these individuals will be provided to the donor/organization, if requested. This represents an important element in the overall public education/outreach program of the NMAI.

4. Special Event Manager - The NMAI/GGHC Special Event Manager is an integral partner in all phases of the event process as well as a resource for assistance. A designated NMAI Special Events Manager has approval over all aspects of the event (including the program, guest list, catering, and other
arrangements) and will work directly with a single point of contact from the participating organization throughout event planning.

The Special Events Manager will provide estimated costs upon application approval and will coordinate receipt of payments following events. The Smithsonian's approval of arrangements shall apply in the same manner when public relations firms or other agents represent the outside organization.

5. Development Officer - In the case of donations made to the NMAI, the secondary point of contact for events may be the Development Officer. The Development Officer, with the Special Events Manager, will manage receipt of donations, invitation copy, guest list and program. The Development Officer will coordinate any special benefits or recognition in relation to a gift to the Museum.

B. Invitation/Program Design and Copy

1. The style and text of the invitation and/or program must be submitted to the Special Events Manager and receive approval in writing prior to blue line stage.

2. Since NMAI is the co-host of the event, all invitations are issued from the Director of the National Museum of the American Indian and/or an appropriate Smithsonian official. The donor or organization is also represented by the title of the highest-ranking representative of the co-hosting organization, and not by the names of individuals.

C. Invitation Guest List Policy

In order to provide background information to the NMAI Director, senior NMAI staff, and the Security staff the donor/organization must provide the names and affiliations of guests prior to the event. This list will not be used for solicitation or publicity purposes. For smaller events, the donor/organization will be asked to provide a copy of the acceptance list with name, title and affiliation of each guest. For larger events, the donor/organization will be asked to provide the names, titles and affiliations of key organization officers, VIP guests, special visitors and a general profile of other attendees.

D. Speaking Program

Should a guest speaker(s) be included as a part of the event, the speaking program and/or topic must be non-partisan in nature. In order to confirm compliance with this requirement, each speaker's name and topic must be submitted in writing to the Museum's Special Events Manager at least six weeks prior to the event, for final approval.

E. Caterers/Other Vendors
1. Upon request, the Special Events Manager will provide co-sponsoring organizations with suggested catering firms and other vendors such as florists, beverage distributors, musicians, etc., familiar with the procedures within the NMAI/GGHC.

2. The NMAI has final approval of all vendors contracted by a sponsoring or co-sponsoring organization.

3. The selected catering firm/vendor is responsible for operating under the NMAI/GGHC Vendor Guidelines (submitted to co-sponsoring organization in Special Events packet).

4. The catering firm/vendor must coordinate all arrangements and access to the NMAI/GGHC with the Special Events Manager.

5. Insurance: The donor/organization shall require its catering firm to name the United States Government and the Smithsonian Institution as the Additional Insured on its required liability insurance coverage and must provide NMAI with a Certificate of Insurance evidencing that Additional Insured status. The Certificate of Insurance should disclose the full limits of coverage maintained by the catering firm.
   a. Commercial General Liability - $1,000,000 per occurrence
   b. Liquor Liability - $1,000,000
      This coverage must be a separate policy or a separate endorsement to the Commercial General Liability policy.
   c. Automobile Liability Coverage - $500,000 per accident for bodily injury and property damage.
   d. Workers' Compensation - statutory limits.

6. Any printed/visual/broadcast materials (i.e. brochures, advertisements, TV commercials, PSA's, press kits, letterheads, press releases, banners, etc.) produced by the donor, by an organization acting on the donor's behalf, or by a co-hosting organization, which refer to the Smithsonian or National Museum of the American Indian or its programs, must be submitted to the NMAI Special Events Manager for approval by the NMAI Public Affairs Officer prior to use.

7. Advertising and promotional materials may make no reference to specific corporate brands, products or services, or make use of advertising slogans concerning products or services. The exception is the case in which the company name and product are the same, e.g. Coca-Cola, Nike, Xerox, etc. Banners, either promotional or otherwise, may not be displayed inside or outside the Museum.
F. Logos and Trademarks

Any use in connection with the event of the trademark or logo of donor/organization must be approved in advance in writing by the NMAI.

IX. CHARGES/COSTS

Outside co-sponsoring organizations will underwrite all costs of the event, including charges for outside vendors, as well as Direct and Administrative Expenses:

A. Direct Expense Charges - include actual costs associated with events such as security, building management, audio-visual support, engineers, equipment, and staff costs associated with designated event areas that are open.

B. Administrative Charges - $1,500 per/hour of the event that will include ½ for setup and ½ for breakdown. *The administrative fee is discountable for the donor/organization's first event.*

An invoice for Direct and Administrative Charges will be sent from the NMAI following the event.

The 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.

C. Optional Services

1. Opening of the Museum Shops - under the discretion of the Special Events Manager in consultation with the Shops Manager. No Charge.

2. Galleries - in order for the exhibition galleries to be open, the event must be co-sponsored by the NMAI.

3. Interpretive Staff - the participation of interpretive staff at an event will greatly enhance the educational experience of the guests.

x. CANCELLATION

If notification of cancellation of an event by an outside group is not received within ten (10) working days prior to the event, a charge of $1,000 will be assessed. If a donor must cancel an event, the event may be rescheduled for a mutually agreeable date. A donation is not a charge for an event and is non-refundable. If the NMAI must cancel an event, due to circumstances beyond the Museum's control, the event may be rescheduled for a mutually agreeable date.