



Smithsonian  
*National Museum of the American Indian*

**SMITHSONIAN'S NATIONAL MUSEUM OF THE AMERICAN INDIAN  
ALEXANDER HAMILTON US CUSTOM HOUSE (NMAI-NY)  
POLICY FOR SPECIAL EVENTS**

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The National Museum of the American Indian is the first national museum dedicated to the preservation, study, and exhibition of the life, languages, literature, history, and arts of Native Americans. Established by an act of Congress in 1989, the Museum works in collaboration with the Native peoples of the Western Hemisphere to protect and foster their cultures by reaffirming traditions and beliefs, encouraging contemporary artistic expression, and empowering the Indian voice.

The Museum’s extensive collections encompass a vast range of cultural material—including more than 800,000 works of extraordinary aesthetic, religious, and historical significance, as well as articles produced for every day, utilitarian use. The collections span all major cultural areas of the Americas, representing virtually all tribes of the United States, most of those of Canada, and a significant number of cultures from Central and South America as well as the Caribbean. Chronologically, the collections include artifacts from Paleo-Indian to contemporary arts and crafts.

The National Museum of the American Indian comprises three facilities, each designed following consultations between museum staff and Native peoples. In all of its activities, the National Museum of the American Indian acknowledges the diversity of cultures and the continuity of cultural knowledge among indigenous peoples of the Western Hemisphere and Hawai’i, incorporating Native methodologies for the handling, documentation, care, and presentation of collections. NMAI actively strives to find new approaches to the study and representation of the history, materials, and cultures of Native peoples.

**I. INTRODUCTION**

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

All special events in the NMAI-NY are cohosted by NMAI and the other organization. Events include occasions such as:

1. Conferences, presentations, lectures, symposia, etc. where the purpose is educational and the subject matter is related to the NMAI’s mission or interests, or

2. Receptions, dinners, or other occasions to celebrate the undertaking or completion of a NMAI project, or
3. Recognition of a substantial gift to NMAI.

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 NMAI-NY are invited to celebrate the gift by co-sponsoring a special event at NMAI-NY. Such an occasion provides an opportunity for NMAI-NY and the donor to jointly commemorate their collaboration.

Donations to the NMAI are applied directly to one of the following areas central to the continuing operation and expansion of the NMAI's mission and interests:

- |                  |                         |
|------------------|-------------------------|
| *Exhibitions     | *Educational Programs   |
| *Research        | *Collections Management |
| *Public Programs | *Administration         |

If at any time during the term of this Agreement a cause or causes beyond reasonable control of the parties hereto (including but not limited to disaster, act of God, government regulations, war terrorism or threats of terrorism, civil disorder, labor trouble, strike, curtailment or transportation facilities, unusually severe weather conditions, fire or casualty, or any other emergency), make it illegal, impossible, or inadvisable by formal advise of a chief government officer (e.g. declaration of a state of emergency by a mayor, governor or president) for the donor to conduct the event at the Museum or for the majority of invitees to attend the event, the organization may postpone such an event without penalty. If an event must be canceled, the event may be rescheduled for a mutually convenient date. **Donations to the Museum will not be returned.**

## II. CRITERIA

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. 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 NMAI or 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.

### **III. APPROVAL PROCESS**

Once a request has been approved, the NMAI-NY Special Events Office 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 agreement should be signed by the outside organization and returned to the Special Events Manager by the date stated in the letter.

### **IV. NMAI/GSA COORDINATION**

As a tenant of the U.S. Customs House, NMAI-NY shares spaces in the building. Reserving space at NMAI-NY is arranged by coordination between the NMAI-NY

Special Events Office and GSA. Reservations can be made up to a year in advance and confirmed three months out from the event date.

## **V. REGULATIONS**

Because of its unique status as a Smithsonian Institution facility located in a space owned by the GSA, NMAI-NY 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-NY, 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.

## **VI. 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 NMAI-NY Special Events Coordinator 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-NY are 10:00 a.m. to 5:00 p.m. and on Thursdays until 8:00 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-NY 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 (SD-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, including electronic cigarettes, 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.

**Please note that no red beverages such as red wine, cranberry juice, tomato juice, etc. can be served in the marble areas (Rotunda, Great Hall and Pavilion Lobby).**

#### **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-NY Special Events department.

### **VII. EVENT COORDINATION**

#### **A. NMAI Staff Event Participation**

1. All special events in the NMAI-NY 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 NMAI-NY or his designee, are a traditional part of a co-sponsored event at the NMAI. This allows a brief opportunity to represent NMAI-NY 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-NY. 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-NY Special Event Manager is an integral partner in all phases of the event process as well as a resource for assistance. The NMAI-NY Special Events Manager or a designee 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.

#### **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 in advance of the event and should receive approval in writing within one week of receipt. **The name of the Museum and the Smithsonian Institution may not be used on any document without prior approval by the Museum.**
2. In most circumstances 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.

If official government or diplomatic dignitaries are attending the event, the Museum reserves the right to determine the appropriate protocol for greeting and handling of these guests while at the Museum. **The Office of Special Events must be notified as soon as possible if dignitaries, including Members of Congress or Cabinet level officials, are expected to attend.**

#### **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. Promotional/Advertising Material**

The names of the Smithsonian Institution and NMAI are registered trademarks and may not be used in any document without prior written approval from the NMAI-NY Special Events Manager.

All literature, gifts or mementos of the event that the organization may wish to distribute must be approved in advance by the Museum. Any videotape or film that the organization may wish to show during the event must be submitted to the Museum in advance for approval.

Arrangements for press and broadcast media coverage of an event must be handled in conjunction with and approved by the museum.

Except as otherwise permitted in writing, the Smithsonian Institution does not permit or authorize the use of its name or images taken from within its Museums to be used to promote or advertise products or services of any commercial organizations, contracts or donors to the Smithsonian.

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-NY Special Events Manager for approval by the NMAI Public Affairs Officer prior to use.

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-NY. Requests of this nature are to be facilitated through the Office of Special Events and are subject to SI policies on donor recognition.

**G. Photography / Videotaping**

The NMAI Office of Special Events must approve the format and equipment associated with still photography/videotaping/recording an event in advance in writing. Cameras should be fully self-contained and use unobtrusive lighting.

Photographs and videotape footage of the Museum may be used for archival and non-commercial purposes only and may not be used for advertising/commercial or promotional purposes.

**H. 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 NMAI-NY.
2. NMAI-NY 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-NY Vendor Guidelines (submitted to co-sponsoring organization in Special Events packet).
4. The catering firm/vendor must coordinate all arrangements and access to NMAI-NY with the Special Events Coordinator.
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, including coverage for products liability and contractual liability
- 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 - \$1,000,000 per accident for bodily injury and property damage.
- d. Workers' Compensation - statutory limits.

The catering firm must agree to indemnify and hold harmless the United States Government and the Smithsonian Institution and its museums from any and all claims, liability, costs and expenses arising from any negligent act or omission on the part of the catering firm, its agents or employees, associated with the use of the SI facility including injury to guests, Institution employees, and catering firm employees or agents. A signed certificate to this effect must be provided to the NMAI by the catering firm.

**I. Flames**

Candles (including votive) and open flames are not allowed. Sterno may only be used in warming ovens in designated prep areas only; chafing dishes with open flame sternos are not allowed anywhere in the building.

**J. Flowers**

Due to the sensitive nature of the artifacts in the Museum, all floral and decorative items must be approved by the Special Events Coordinator prior to the event. All potted plants and/or field grown cuttings will be treated prior to being brought into the NMAI-NY building with Safer O.H.P soap (written certification of plant treatment will need to be provided on company letterhead one week prior to the event.) **NMAI has the right to refuse entrance in building if certificate of plant treatment is not presented prior to event.**

**K. Entertainment**

Most forms of entertainment are permissible in the NMAI-NY with prior approval from the Special Events Coordinator. If a Native cultural presentation is desired, the Special Events Coordinator can help identify an appropriate group.

## VIII. CHARGES/COSTS

- A. Outside co-sponsoring organizations will underwrite all costs of the event, including charges for outside vendors, as well as NMAI-NY Direct and Administrative Expenses: Direct and Administrative Expense Charges include actual costs and services associated with the event such as security, building management, audio-visual support, engineers, museum ambassadors and gallery guides, staff and equipment costs associated with designated event areas that are used during your event.
- B. NMAI/NY 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. Donations to the Museum are not refundable.

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