HIRSHHORN MUSEUM AND SCULPTURE GARDEN
SMITHSONIAN INSTITUTION

SPECIAL EVENTS POLICY

We are delighted that your organization is planning to co-host an event with the Hirshhorn Museum and Sculpture Garden (HMSG). The success of your event is very important to us and our staff is eager to assist you and help make your event a memorable occasion.

The HMSG is supported by Federal Appropriations, by Smithsonian Institution trust resources, and by the generosity of donors, including foundations, corporations, organizations/associations and individuals. Since there is no public admission charge to Smithsonian facilities, it is through such financial support that many of the activities of the HMSG are made possible.

Organizations who offer a substantial, unrestricted donation to the HMSG are invited to celebrate the gift by co-hosting a special event in the Museum. Such an occasion provides an opportunity for the Museum and the donor to jointly commemorate their relationship. While the HMSG desires to allow reasonable latitude in the recognition of donors, it must be clear that such acknowledgement is in appreciation for a gift, rather than as a commercial endorsement.

We are very grateful for your generous donation. The funds will be used for a variety of needs, including exhibitions, educational and public programs, research, collections management and administration. Your contribution helps us bring the magnificent collections and programs that we all value so highly to the more than 700,000 visitors who visit the HMSG each year from all over the world.

The following document outlines the policies that apply to co-hosted special events in the museums of the Smithsonian Institution. This special events policy is derived from and subject to the provisions of the Institution’s policy for Special Events, SD-401.

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III.  MEMORANDUM OF AGREEMENT/ACCEPTANCE OF TERMS
I. APPROVAL CRITERIA
A. 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 age, color, religion, sex, national origin, or condition of handicap.

B. Non-HMSG related events such as fund raisers for other than the HMSG and those events of a political, religious, promotional, or personal nature (e.g. weddings) may not be held at the HMSG. In addition, no commercial, ticketed events are permitted.

C. A Corporate Office of the HMSG must approve all events in writing.

II. TERMS
A. Confirmation/Written Agreement
1. The HMSG Office of Development will prepare a Memorandum of Agreement that confirms the contribution, event date, number of guests expected, and event scenario.

2. The Memorandum of Agreement must be signed by the donor or organization representative and returned to the HMSG Office of Development by the date specified in the letter.

3. A non-refundable portion of 25% of the entire contribution must be received with the signed Acceptance of Terms before the event date may be confirmed on the HMSG calendar.

4. The balance of the non-refundable donation to the HMSG must be received in full at least 30 days prior to the event date.

5. The donor is responsible for all costs associated with the event. The Museum will coordinate security, building management, art handling and audio visual services as set forth below. The donor will be invoiced for these charges following the event. Payment of these charges will be due upon receipt of the invoice.

6. Should there be any desired changes to the agreed-upon arrangements for the event, the HMSG special events manager must be informed of the requested changes for approval in writing at least 72 hours in advance of the event start-time, and will respond in a timely fashion.

8. The Museum reserves the right to cancel an event should the arrangements exceed in an egregious fashion those set forth in the Memorandum of Agreement.

B. Museum Staff Participation
1. All special events held in the HMSG are co-hosted by the Museum and the donor/organization. The Director of the HMSG, or designee, will act as a co-host at the special event.

2. Official welcoming remarks, delivered by the Director of the HMSG or a designee, are a traditional part of a co-hosted event at the Museum. This allows a brief opportunity to represent the HMSG in acknowledging the significance of the occasion and the generosity of the donor.
3. Selected members of HMSG senior staff attend all special events in the Museum in order to enhance the relationship between the museum and the donor/organization and to facilitate guests’ interest with the Museum and the art. The exact number of staff will be determined by mutual consent with the co-host on a case-by-case basis. Names and titles of these individuals will be provided to the donor/organization upon request.

4. The HMSG Special Events Manager is an integral partner in all phases of the event process as well as a resource for assistance. The HMSG Special Events Manager has final approval over all aspects of the event and will work directly with a single point of contact from the participating organization throughout event planning. It is the responsibility of the HMSG Special Events Manager to interpret and enforce the guidelines set forth in the Special Events Policy. Failure to follow the instructions of the Special Events Manager will result in the termination of continued operation at the HMSG.

C. Event Time Frames

1. As a matter of Smithsonian policy, special events may not interfere with the normal public visitation to the HMSG. The regular operating hours of the HMSG are 10:00 am to 5:30 pm. Time must also be given to allow for proper cleaning from the day’s visitors to the Museum. Event time frames must be approved by the HMSG Special Events Manager.

2. Receptions/dinners, including a program, should fall within a three hour time period.

3. Requests for pre-opening/morning events will be handled on a case-by-case basis.

D. Speaking Program

1. 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.

2. Each speaker’s name and topic must be submitted in writing to the Museum’s Office of Special Events prior to the event.

3. The HMSG host will make welcoming remarks and introduce the co-host.

E. Museum Services/Environment

1. The HMSG’s exhibitions regularly feature artworks from the Museum’s permanent collection, as well as official loans to the museum. Certain restrictions are necessary in order to properly protect and preserve these art works.

2. Security

   a. The donor/organization will be responsible for the cost of security services needed for the event.

   b. Smithsonian Security is required from the regular Museum closing time (5:30 pm or before, if outside personnel are granted earlier access) until the Special Events Manager has completed the clean-up walk-through.
c. Guards must have a clear view of the galleries they are to protect. The number of guards required and the location of guard posts are determined by the security needs of the Museum. The necessary postings are determined throughout the event planning and finalized at the Pre-event Walkthrough.

d. Guards’ duties include but are not limited to monitoring vendor personnel and guest activity, protecting the artworks, ensuring that food and drink remain in specified areas and securing the Museum in the event of an emergency.

e. The Special Events Manager directs the activities of the guards.

3. Building Management

a. The donor/organization will be responsible for the cost of building management services needed for the event.

b. Smithsonian Building Management provides custodial services before and after the event and assists with preparing the museum for event set up.

c. Any special needs from Building Management are determined throughout the event planning and finalized at the Pre-Event Walkthrough.

d. The Special Events Manager directs the activities of the Building Management staff.

4. Placement of Art/Art Handling

a. The areas available for special events use are subject to change due to varying installation and special exhibition plans. The event space may be altered in order to safeguard the collection. If this is necessary, the Special Events Manager will advise the donor/organization during event planning and the final layout will be confirmed at the Pre-Event Walkthrough.

b. In some cases, the museum’s art may need to be re-arranged or moved to accommodate an event set-up. HMSG Exhibition staff or pre-approved contractors are the only parties authorized to handle artworks that may need to be moved. Arrangements for art handling will be made by the HMSG Special Events Manager and confirmed at the Pre-Event Walkthrough.

5. Audio Visual

a. The donor/organization will be responsible for the cost of any audio visual services or equipment needed for the event. Many audiovisual services can be provided through the Smithsonian Institution Audiovisual group.
b. If SI Audiovisual services are desired, the HMSG Special Events Manager will work with a Smithsonian Audiovisual technician to contract these needs and to operate this equipment at the event.

c. The Special Events Manager also can refer the donor/organization to an external vendor to contract audio visual needs.

6. Lighting

a. Lights must be bright enough for Security to see the rooms clearly at all times.

b. Lighting should be discussed at the pre-event walk-through. Any modifications must be approved by the Special Events Manager.

c. In some areas, lighting is not adjustable and cannot be modified at the time of the event.

d. Use of live-flame candles is strictly prohibited at the Museum. We do not allow votive candles.

e. Electric candles are permitted and are generally available through either a caterer or florist.

7. Temperature

a. The museum’s climate control system is engineered to provide an ideal environment for the art and takes approximately 24 hours for a thermostat control change to be felt.

b. A thermostat change cannot be made at the time of an event.

c. Event-related personnel must make an effort to keep external doors closed at all times to avoid drastic changes in temperature.

8. Pre-event walkthrough

a. At least two weeks before an event is scheduled and no later than one week prior to an event, the donor/organization or an appointed Event Planner should have a pre-event walk-through with the HMSG Special Events Manager, external vendors and necessary internal groups (e.g. Security, Building Management, Conservation, etc.) to review the plans for the event and the Museum’s guidelines.

b. During the walk-through, the donor/organization or appointed Event Planner should discuss in details plans for food, photography, decoration, music, layout, staffing levels, transportation, delivery, pick-up and any other facet of the event affecting the Museum.

F. No Smoking Policy

1. Smoking is NOT permitted in any part of the HMSG at any time.
G. Logos and Trademarks

1. Any use of the trademark or logo of donor/organization in connection with the event must be approved in advance in writing by the HMSG. Requests for all approvals of this nature are to be facilitated through the HMSG Special Events Manager, and are subject to Smithsonian policies on donor recognition.

2. The trademark or logo of a donor/organization may not be placed on the invitation, except in certain specific cases. If it is used, incorporation of the HMSG logo must be cleared in advance with the Museum. As an alternative, the donor’s logo may be incorporated on an insert card within the printed invitation package.

3. A trademark or logo of a donor/organization may NOT be used on a podium.

H. Invitation/Program Design and Copy

1. The style and text of any printed materials in connection with the event must be submitted to the Special Events Manager and receive written approval must be received prior to blue line stage.

2. Since the HMSG is the co-host of the event, all invitations are issued from the Director of the HMSG and/or an appropriate Museum official. The donor/organization is also represented by the title of the highest-ranking representative of the co-hosting organization and/or an appropriate designated official.

I. Invitation Guest List Policy

1. In order to provide background information to the HMSG Director, senior HMSG staff and Smithsonian Security, the donor/organization will be requested to provide the names and affiliations of guests prior to the event.

2. The Special Events Manager should be advised of any VIP guests that require additional security detail at least 24 hours prior to the event in order to accommodate any necessary special arrangements.

3. This list will not be use for solicitation or publicity purposes.

J. Promotional/Advertising Material

1. The names of the Smithsonian Institution and the HMSG are registered trademarks and may not be used in any document without prior written approval from the HMSG.

2. Except as expressly 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, contractors or donors to the Smithsonian.

3. All printed materials and objects to be distributed, or visual presentations to be made at special events, must receive prior approval from the Special Events Manager.
4. Arrangements for press and broadcast media coverage of an event must be handled in conjunction with and approved by the HMSG.

5. Any printed/visual/internet/broadcast materials (i.e. brochures, advertisements, TV commercials, public service announcements, press kits, letterheads, press releases, web pages, 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 HMSG, must be submitted to the Special Events Manager prior to use for approval by the HMSG Office of Communications.

6. 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.

7. The use of signage and banners inside the HMSG must be approved by the Special Events Manager. No banners may be used outside the Museum. Minimal signage may be used outside the Museum to help direct guests to the location of an event. The design and use of signage outside the Museum must be approved by and coordinated with the Special Events Manager.

K. Photography/Videotaping/Recording

1. The format and equipment associated with still photography, videotaping, recording an event must consider the comfort level of guests and be approved in advance by the Special Events Manager. Cameras should be fully self-contained and use unobtrusive lighting. All use of cameras must be approved in advance by the Special Events Manager.

2. There will be no photography or videotaping of art works or in gallery spaces of the Museum without prior approval from the Special Events Manager. Photography and videotaping of works on loan are strictly prohibited. As works on loan occasionally are displayed amidst paintings from the permanent collection, the photographer and/or videographer must consult with the Special Events Manager before the even start-time to clarify all allowable areas of photography.

3. Photographs and videotape footage of the museum may be used for archival and non-commercial corporate and institutional purposes only, and may NOT be used for advertising, commercial or promotional purposes. Any reproduction of photographs that feature the HMSG or any artworks from the HMSG collection must be approved by the Office of External Affairs and credited to the HMSG.

L. Vendors

1. The HMSG will provide co-sponsoring organizations with a non-inclusive list of suggested catering firms and other vendors such as florists, beverage distributors, musicians, etc., who are familiar with the procedures and operations within the HMSG.

2. The selected catering firm and other vendors are responsible for operating under the HMSG’s Catering Guidelines.
3. The HMSG has final approval in the selection of the catering firm and other vendors.

4. All vendors must coordinate arrangements and access to the museum through the Special Events Manager.

5. The co-sponsoring organization is fully responsible for the actions and compliance of all vendors and service personnel to the HMSG’s special events operational procedures.

6. Insurance – the donor/organization shall require its catering firm and other vendors to provide the HMSG with evidence of the limits of insurance, and shall name the HMSG as an Additional Insured for the use of the facility. Such evidence of insurance may be provided by a Certificate of Insurance, and must be received by the Special Events Manager at the time the vendor is selected. Following are the required insurance limits:

   a. Commercial General Liability Coverage: One million dollars ($1,000,000) per occurrence, including coverage for products liability and contractual liability.

   b. Liquor Liability Coverage: One million dollars ($1,000,000).

   c. Automobile Liability Coverage: One million dollars ($1,000,000) per accident for bodily injury and property damage.

   d. Workers Compensation: Statutory limits.

   e. If there are over 2,000 guests, the limit of liability increases to five million dollars ($5,000,000) per occurrence.

7. By signing the Special Events Policy Acceptance of Terms, the donor/organization understands and agrees that the donor/organization and contracted vendors shall indemnify and hold harmless the Smithsonian Institution, the HMSG, its Trustees, officers, other employees and agents against any and all claims, liability, costs and expenses arising from any act or omission of the vendor, its agents or employees, including injury to the vendor employees or agents or to a third party, arising out of the use of the facility. A signed certificate to this effect must be provided to the HMSG by the catering firm. Donor/organization must provide evidence of this agreement.

M. Guest Check-In/Capacity

1. In order to comply with Smithsonian Security policies, all bags must undergo a visual inspection by Security personnel upon guests’ entrance to the Museum.

2. The donor/organization will provide the staff required for a registration/check-in table, if necessary.

3. The donor/organization must provide a confirmed number of guests to the HMSG Special Events Manager 72 hours prior to the event.

4. In order to avoid potentially embarrassing situations for both the co-sponsoring organization and the HMSG, security personnel will be equipped with manual
counters, and will limit admittance to the event if guest numbers exceed the confirmed number of guests by 15%.

N. Liability and Insurance

1. Each non-Smithsonian organization shall indemnify and hold harmless the United States, the Smithsonian Institution and the HMSG, their agents and employees, against any and all damages, claims, or other liability due to personal injury or death, or damage to or loss of the property of others, arising out of its use of Smithsonian Institution facilities. Non-Smithsonian organizations should maintain adequate insurance coverage during the term of the agreement for the use of the HMSG for a special event.

O. Entertainment

1. Most forms of entertainment and dancing are permissible in designated areas of the HMSG with prior approval from the Special Events Manager.

2. Sound levels must be below 90 decibels.

P. Unanticipated Interruptions

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

Q. Force Majeure

1. If at any time during the term of this Agreement a cause or causes beyond the 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, strikes, curtailment of transportation facilities, unusually severe weather conditions, fire or casualty, or any other emergency), make it illegal, impossible or inadvisable by formal advice of a chief government officer (e.g. declaration of a state of emergency by a mayor, governor, president) for the donor to conduct the event at the Smithsonian or for the majority of invitees to attend the event, the organization may postpone their event without penalty.

2. If an event must be cancelled for the reasons outlined above, the event may be rescheduled for a mutually convenient date. Donations to the HMSG will not be returned.
III. MEMORANDUM OF AGREEMENT/ACCEPTANCE OF TERMS

I have read The Hirshhorn Museum and Sculpture Garden’s Special Events Policy dated [DATE], and I accept its terms in connection with the following event:

NAME: 
DATE & TIME: 
LOCATION: 
CONTRIBUTION: 
TYPE OF EVENT: 
# OF GUESTS: 

Enclosed is a non-refundable deposit of [DEPOSIT AMOUNT] to confirm the event date. I agree to pay the [CONTRIBUTION BALANCE AMOUNT] balance of the Contribution by [DATE]. All checks should be made payable to Hirshhorn Museum and Sculpture Garden. For credit card payment or stock transfer information, please contact Penne Kirkpatrick in the Office of Development.

__________________________________________________________________
Group Representative’s Signature   Date
__________________________________________________________________
Group Representative’s Name   Title
__________________________________________________________________
Group/Corporation   Telephone Number

APPROVED BY HIRSHHORN MUSEUM AND SCULPTURE GARDEN:

__________________________________________________________________
José Ortiz, Chief Administrator   Date

For any questions related to this event, please contact Penne Kirkpatrick, Special Events Manager at 202.633.4766 or kirkpatrickp@si.edu.