

## Special Events Policy for Outside Organizations

We are so pleased that your organization is planning to co-host an event with the Freer Gallery of Art and Arthur M. Sackler Gallery (Freer | Sackler), the Smithsonian's museums of Asian art. The success of your event is very important to us and we are eager to assist you and help make your event a wonderful occasion.

The Freer | Sackler is supported by federal appropriations, the trust resources of the Smithsonian Institution, and by the generosity of donors — including foundations, corporations, organizations/associations, and individuals. Because there is no public admission charge to Smithsonian facilities, it is through such private financial support that many of the activities of the Freer | Sackler are made possible.

It is traditional for organizations which offer a substantial unrestricted donation to a Smithsonian museum to be invited to celebrate the gift by cosponsoring a special event in the museum. Such a celebratory occasion provides an opportunity for the museum and the donor to jointly commemorate their collaboration. However, although the Freer | Sackler allows reasonable latitude in the recognition of donors, it must be clear that such acknowledgement is in appreciation for the gift, rather than as a commercial endorsement.

The Freer | Sackler is grateful for your very generous donation. These funds will be used for various urgent needs, including educational programs, the restoration of our artifacts, and for the design, fabrication, maintenance, and operation of our exhibits. Your contribution helps the Institution bring the collections and programs we all value so highly to the millions of visitors who come to the Smithsonian every year from all over the world.

The following policies apply to co-hosted special events at the Freer | Sackler. This special events policy for non-Smithsonian organizations supplements the provisions of the Institution's policy for special events outlined elsewhere in SD 401. They are intended to protect the safety of the objects on view, and to ensure the safety of guests. So that the plans for setup, event scenario and takedown may be known to all relevant participants, a walkthrough with the designated special event coordinator will precede every event held in the galleries. A confirming memo will be issued from the Office of Special Events in advance of the event.

# Special Events Policy

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## I. APPROVAL CRITERIA/PROCESS

### A. Title VI, Civil Rights Act of 1964

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. Prohibited Events

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

## II. TERMS

### A. Confirmation/Written Agreement

1. The Freer | Sackler Office of Special Events will prepare a Memorandum of Agreement that confirms the event date, the contribution, number of guests expected, and event scenario.
2. The Memorandum of Agreement must be signed by the donor/organization representative and returned to the Freer | Sackler Office of Special Events by the date specified in the letter.

### B. Freer | Sackler Staff Participation

1. All special events in Smithsonian facilities are cohosted by the museum and the donor/organization. The director of the museum, or designee, acts as co-host at the special event.
2. Official welcoming remarks, delivered by the director of the museum, or designee, are a traditional part of a co-hosted event at the Smithsonian's Freer | Sackler. This allows the museum a brief opportunity to represent the Freer | Sackler in acknowledging the significance of the occasion and the generosity of the donor.
3. On occasion, a number of senior Smithsonian staff attends co-hosted special events. The exact number will be determined by mutual consent with the cohost 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 Smithsonian and Freer | Sackler.
4. The Freer | Sackler Office of Special Events is an integral partner in all phases of the event process as well as a resource for assistance. A designated Special Events Coordinator 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.

### C. Event Time Frames

1. As a matter of Smithsonian policy, special events should not interfere with the normal public visitation to the museum. The regular operating hours of the Freer Gallery of Art and Arthur M. Sackler Gallery are 10:00 am to 5:30 pm. Given the need to allow for proper cleaning from the day's visitors to the galleries, event time frames must be approved by the Freer | Sackler Office of Special Events.
2. Receptions and dinners, including a program, are designed for up to a three-hour time period.
3. Requests for morning or daytime events will be handled on a case-by-case basis.

### D. Speaking Program

Should guest speakers be included as a part of the event, the speaking program and/or topic must be nonpartisan in nature. Each speaker's name and topic must be submitted in writing to the museum's special events office prior to the event. The Freer | Sackler host will make welcoming remarks and introduce the co-host.

### E. Logos & Trademarks

1. Any use of the trademark or logo of a donor/organization in connection with the event must be approved in advance in writing by the Smithsonian. Requests for all approvals of this nature are to be facilitated through the Freer | Sackler Office of Special Events, and are subject to the Smithsonian's policies on donor recognition.
2. The trademark or logo of a donor/organization may not be placed on the invitation to the event, except in certain specific cases. If it is used, the Smithsonian logo must also be incorporated, and the invitation must be cleared in advance. 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.

### F. Invitation/Program Design & Copy

1. The style and text of the invitation, program, and handouts must be submitted to the Special Events Coordinator for approval in writing prior to final preparations for printing (i.e., the blue-line stage).
2. Because the Freer | Sackler is the co-host of the special event, all invitations are issued from the director of the individual museum and/or an appropriate Smithsonian official. The donor/organization is also represented by the title of the highest ranking representative of the co-hosting organization.

## G. Invitation Guest List Policy

In order to provide background information to the museum director and to security staff, the donor/organization involved will be asked to provide the names and affiliations of guests prior to the event. This list will **not** be used for solicitation or publicity purposes.

The Smithsonian expects that any event held in a Smithsonian facility will comply with all applicable rules and regulations governing the attendance or participation of Members of Congress or their staffs in the event.

## H. Promotional/Advertising Materials

1. The names of the Smithsonian Institution and its museums, including the Freer Gallery of Art and Arthur M. Sackler Gallery, are registered trademarks and may not be used in any document without prior written approval from the Freer | Sackler Office of Special Events.

2. Except as otherwise permitted in writing, the Smithsonian Institution and Freer | Sackler does not allow 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 or contractors associated with the Institution, 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 Freer | Sackler Office of Special Events.

4. Arrangements for press and broadcast media coverage of a special event must be handled in conjunction with, and approved by, the individual museum involved.

5. Any printed, visual, or broadcast materials (e.g., brochures, advertisements, TV commercials, public service announcements, 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 its museums or programs, must be submitted to the Freer | Sackler Office of Special Events for approval by the Freer | Sackler Office of Public Affairs prior to use.

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 only exception is the case in which the company name and product are the same (e.g., Coca-Cola, Nike, and Xerox).

7. The use of signage and banners inside the Freer Gallery of Art or Arthur M. Sackler Gallery must be approved by the Freer | Sackler Office of Special Events. No banners may be used outside the museums.

## I. Videotaping/Recording

1. The format and equipment associated with the still photography/videotaping/recording of an event must take into account the comfort level of guests and be approved in advance by

the Special Events Coordinator. Cameras should be fully self-contained and use unobtrusive lighting.

2. Photographs and videotape footage of the individual museum may be used for archival and noncommercial corporate and institutional purposes only. These images may **not** be used for advertising, commercial, or promotional purposes. All use of cameras must be approved by the Freer | Sackler Office of Special Events.

## J. Catering Firms/Vendors

1. The Freer | Sackler will provide cosponsoring organizations with a non-inclusive list of suggested catering firms and other vendors, such as florists, beverage distributors, musicians, etc., which are familiar with the procedures and operations of the Freer | Sackler.

2. The selected catering firm/vendor is responsible for operating under the Freer | Sackler catering guidelines.

3. The Freer | Sackler has final approval in the selection of the catering firm.

4. The catering firm/vendor must coordinate all arrangements and access to the individual museum through the Special Events Coordinator.

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

6. Insurance — The donor/organization will require its catering firm and other vendors to provide the Freer | Sackler with evidence of the limits of its insurance, and will name the Smithsonian Institution as an "Additional Insured" party for the use of the facility. This evidence of insurance may be provided by a certificate of insurance, and must be received by the Freer | Sackler Office of Special Events at least one week prior to the event. Insurance coverage requirements are as follows:

- a. Commercial General Liability — \$1,000,000 per occurrence, including coverage for products liability and contractual liability
- b. Liquor Liability Coverage — \$1,000,000
- c. Automobile Liability Coverage — \$1,000,000 per accident for bodily injury and property damage
- d. Workers' Compensation — statutory limits
- e. Large Groups — If there are more than 2,000 guests, the limit of liability increases to \$5,000,000 per occurrence

7. Indemnification and Hold Harmless Provision — In its agreement with the donor/organization, the catering firm/vendor must agree to indemnify and hold harmless the Smithsonian Institution and its museums, including the Freer Gallery of Art and Arthur M. Sackler Gallery, from any and all claims, liability, costs, and expenses arising from any act or omission of the catering firm/vendor, its agents, or employees, including injury to the catering firm/vendor employees or agents, or to a third party, arising out of the use of the

facility. The catering firm/vendor must provide the Freer | Sackler with a signed certificate to this effect. In addition, the donor/organization must provide evidence of this agreement.

Leftover Food — It is common practice that after larger events, with the co-sponsoring organization's approval, arrangements are made with the caterer to distribute leftover food to the DC Central Kitchen, which delivers the food to area shelters and feeding programs.

#### K. Guarantee

To avoid potentially embarrassing situations for both the co-sponsoring organization and the Freer | Sackler, security personnel are equipped with manual counters. The security staff will limit admittance to the event if the number of guests exceeds the number of guests confirmed for the museum 72 hours prior to the event and the stated guarantee to the caterer by 15 percent.

#### L. Liability & Insurance

Each non-Smithsonian organization will indemnify and hold harmless the United States and the Smithsonian Institution, 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 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 Smithsonian facilities for a special event. See also Section J above.

#### M. Entertainment

Most forms of entertainment and dancing are permissible in the Freer | Sackler, with prior approval from the Special Events Coordinator. Sound levels must be below 90 decibels.

### III. FINANCIAL CONSIDERATIONS

#### A. Unanticipated Eruptions

The Freer | Sackler will bear no financial responsibility for any disruptions that may occur due to mechanical difficulties, individual museum emergencies, or unanticipated events beyond the Smithsonian's control.

#### B. Force Majeure

If at any time during the term of this agreement, a cause or causes beyond the reasonable control of the parties hereto make(s) it illegal, impossible, or inadvisable by formal advice of a chief Government official (e.g., a declaration of emergency by a mayor, governor, or president) for the donor/organization to conduct the event at the Freer | Sackler, or for the majority of invitees to attend the event, the donor/organization may postpone the event without penalty.

These causes include, but are not limited to, disaster, acts 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.

If an event must be canceled, the event may be rescheduled for a mutually convenient date. Donations to the Freer | Sackler will not be returned.

### C. Support Costs

Support costs associated with special events in the Freer Gallery of Art and the Arthur M. Sackler Gallery include such services as security, building management, building fire technicians, engineers, electricians, equipment and carpet maintenance, and staff costs associated with designated galleries in operation. A flat rate for support costs is inclusive of all fees and charges associated with the event, assuming a load-in time of 3PM and load-out time of 11PM.

These costs, dependent on guest count, will be included in the donation level quoted, and will be due at the time of the donation. The amount of a charitable contribution that is deductible for federal income tax purposes is limited to the excess of the value of the cash or property contributed over the value of the goods or services provided.

Support Costs Breakdown:

Up to 100 Guests	\$2,000
Up to 400 Guests	\$2,500
Over 400 Guests	\$5,000

### D. Weekend & Federal Holiday Events

A building use surcharge of \$1,000 will be added for events scheduled on a Saturday, Sunday or a federal holiday.

### E. Cancellation

If notice of cancellation of an event is not received in writing by the Freer | Sackler Special Events Coordinator at least two weeks (ten working days prior to the event), a charge of \$1,000 will be incurred.

### F. Docents

Freer | Sackler docents, an experienced group of volunteers, play a valuable educational role for guests during special events. The participation of docents can be requested and arranged through the Special Events Coordinator at a complimentary amenity. As a courtesy, the Freer | Sackler requires that these volunteers be afforded the opportunity to partake of the food and beverages of the evening at an appropriate time.

Due to the voluntary basis by which participation is secured, the Freer | Sackler may not guarantee docent involvement.

#### IV. DELIVERIES

##### A. Hours

The Freer Gallery of Art and the Arthur M. Sackler Gallery are open to the public every day from 10:00 a.m. until 5:30 p.m. Deliveries are not permitted to public areas during open hours unless prior approval is obtained from the Freer | Sackler Office of Special Events. No deliveries to the Freer | Sackler may be made prior to 12:00 p.m. on the day of the event unless prior arrangements with the Special Events Coordinator have been made.

##### B. Loading Dock

Events at the Arthur M. Sackler Gallery are served from the Quadrangle loading dock, access to which is gained from Independence Avenue, between the Arthur M. Sackler Gallery and the Freer Gallery of Art. Deliveries to the Freer Gallery of Art are made to the south receiving room, the disabled accessible entrance to the museum, off of Independence Avenue.

##### C. Elevators

The Quadrangle freight elevator is available for the use of vendors' deliveries to the Arthur M. Sackler Gallery. An alternative elevator is available if the freight elevator is inoperable.

The freight elevator in the Freer Gallery of Art is to be used to move equipment to the event site. There is no alternative elevator; no use is to be made of the passenger elevator for equipment.

##### D. Equipment

Caterers should bring all necessary hand trucks and flatbeds needed for transporting food and equipment. Equipment used in museums should be fitted with rubber wheels to eliminate floor damage. In the Arthur M. Sackler Gallery, some tables are available for caterers' use; no equipment is available in the Freer Gallery of Art.

Equipment, linens, and other items delivered in advance may be stored in a pre-designated area. Storage areas are, however, very limited, and most equipment should be delivered as late as feasible before the event.

Unused equipment may not be stored in public spaces.

##### E. Parking

Parking for delivery trucks is not available during evening events. No special parking is available. Adequate on-street parking is available on Jefferson Drive or Independence Avenue. Valet parking can be arranged if desired.

## F. Liquor

Any liquor delivered in advance may not be openly displayed until the galleries are closed to the public. The caterer is solely responsible for any liquor stock from the time of delivery until it is returned to the supplier. All liquor inventories must be removed from the premises immediately upon the conclusion of the event.

## G. Plants & Flowers

Flower delivery schedules may be arranged through the Special Events Coordinator. All floral arrangements, special plants and containers are to be removed at the conclusion of the event. The Freer | Sackler cannot supply labor to move large plants or arrangements into or out of the building, and any such movement is the responsibility of the caterer or vendor.

## V. SETUP

### A. Electricity/Stoves

The use of stoves in either the Freer Gallery of Art or the Arthur M. Sackler Gallery must be coordinated in advance with the Special Events Coordinator. Limited hookups are available at the Arthur M. Sackler Gallery.

### B. Timing

Delivery and set-up times should be arranged through the Special events Coordinator and will be determined by the number of guests and the complexity of event.

### C. Kitchen Covering

The floors of areas used as kitchens, staging, and bar areas should be completely covered with plastic to protect the floors from satins and spills.

### D. Event Area

Care must be taken to protect the floors and walls from water, spillage, and other damage. Protective plastic sheeting must cover the floor behind bars. Ice must be stored in a solid waterproof container that will not damage floors. Empty bottles must be stored in a similar container, to avoid any damage from alcohol to the floors. Care must be taken that floors, walls and display cases are not scratched by the moving of catering equipment or by other means.

### E. Flames & Cooking Mechanisms

Propane stoves or other devices using propane or butane may not be used in any Smithsonian Institution facility. Votive candles and sterno may be used during events with adequate supervision. Taper candles and open flames (such as flambé d food) may not be used in the Freer | Sackler. Skillet, grill, wok, deep fat cooking or other "cook to order" food

preparation in the event area is prohibited. Chafing dishes are acceptable. LED or battery operated candles are preferred. Votive candle use on tables only.

#### F. List of Personnel

Caterers must supply list of personnel working at the event, together with their social security numbers, one working day in advance of the event.

#### G. Audio Visual

Arrangements for audio visual support may be made by utilizing the in-house resources of the Smithsonian Institution. An estimate of costs for such support for a specific event will be supplied through the Special Events Coordinator. In the event that an outside company is required, all arrangements and technical requests must be approved and coordinated through the Special Events Coordinator. Equipment provided by an outside company should be delivered, stored and removed under the guidance and time frame of the Special Events Coordinator.

#### H. Takedown

All caterer-owned or rented equipment, furniture and supplies, as well as all debris and trash (including empty bottles and unused bags of ice) accumulated from the function must be removed from the building at the end of each function. Caterer must clean kitchen and equipment storage area after all items have been removed. Ice must not be dumped in garden areas surrounding the buildings.

All takedown must be completed by 11:00 p.m. the evening of the event unless prior permission is given by the Freer | Sackler Special Events Coordinator.

### VI. FOOD AND BEVERAGE

#### A. Drop Tables

During events, food and beverages are permitted in certain areas of the museums, but may not at any time move to the exhibition galleries uncovered. Please plan to incorporate a generous abundance of drop tables to allow their placement at each gallery door. The Office of Special Events will provide requisite "No Food or Drink" signs for the drop tables.

#### B. Beverage Restrictions

The Freer | Sackler subscribes to a "Blonde Bar Policy." No red wine, red cranberry juice, grape juice, or other dark red beverages that could stain the granite and marble flooring will be allowed during receptions. Red wine may not be served except at events where guests are seated at tables.

### C. Alcoholic Beverage Distribution

Professional bartenders only may distribute alcoholic beverages in the Freer Gallery of Art or Arthur M. Sackler Gallery.

Cash bars are not permitted at the Freer Gallery of Art or Arthur M. Sackler Gallery.

### D. Food & Cooking in the Galleries

Heating may be by sterno only.

All food and drink being transported through exhibit spaces must be tightly covered and transported slowly and carefully.

No cooking devices, including crescors, hot boxes, barbeques or electric ranges are allowed in the corridors or in the Freer courtyard. All food must be cooked in the kitchen areas and transported via freight elevators.

## VII. CONSERVATION

### A. Lighting

The Freer | Sackler maintains light levels appropriate to the long-term preservation of artworks on display. Gallery lighting cannot be changed or altered for special events. Any special event lighting used in spaces other than galleries must be set up in consultation with Freer | Sackler Conservation staff at least three weeks prior to the event date. Any additional lighting is subject to policies stated in the "Freer | Sackler Special Event Lighting Guidelines," available upon request.

### B. Safe Object Distance

Objects on exhibit in the Freer | Sackler may not be moved, touched, draped or covered. Any tables, chairs, bars, or other equipment used during an event must be at least 4 feet from any objects or cases (including frames and pedestals).

Nothing should lean against any wall, column, or railing in any part of the museum, regardless of whether it is an event space, or a space being used by the catering company (i.e. the area around the freight elevator where caterers often do a significant amount of preparation).

### C. Exterior Doors

Exterior doors may not be propped open. Access to the Freer Courtyard through side south doors only. Doors should not be propped open.

**D. No Smoking Policy**

Smoking is not permitted in any Smithsonian Institution building at any time. The Freer Gallery of Art courtyard is on the Gallery premises and therefore subject to this policy.

**E. Miscellaneous**

Banners, large displays and backdrops, tents, etc. may not be used in the Freer | Sackler.

All cords must be taped to the floor with Gaffer's tape a designed for sensitive surfaces such as marble. This tape will not leave a residue when removed from surfaces. Absolutely no duct tape may be used on flooring, walls or architectural features.

Placement of entertainment and use of special effects must be planned in coordination with Freer | Sackler Conservation staff.

For clarification of any of the information set forth in this document, or for additional information, please feel free to contact:

Office of Special Events  
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