



Smithsonian  
Institution

SMITHSONIAN DIRECTIVE 401,  
March 1, 2019

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## **RENTAL OF THE NATIONAL MUSEUM OF THE AMERICAN INDIAN, MALL MUSEUM VENDOR POLICY**

### **1. PURPOSE**

This document establishes vendor policies applicable to the use of the National Museum of the American Indian, Mall Museum (NMAI-Mall) in Washington, DC. This policy supplements the SD 401.

### **2. APPROVED VENDORS**

Only those vendors on the National Museum of the American Indian, Mall Museum Approved Vendors List are permitted to work in the museum. The approved vendor list can be provided upon request. All vendors on this list have worked in the National Museum of the American Indian previously and do carry the required insurances.

The Office of Special Events will regularly review the approved vendors list. If a vendor does not adhere to the policies outlined in this document they will be removed from the approved vendor list. Vendors may be reinstated on the list pending review by the Office of Special Events.

If a Licensee would like to work with a vendor not listed on the approved vendor list the Licensee can submit a request in writing to the Office of Special Events with a copy of the proposed vendor's Certificate of Insurance before contracts are signed. Any vendor not on the approved vendor list must carry the necessary insurances and attend a site visit with a special event coordinator. 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 National Museum of the American Indian.

Before working in the National Museum of the American Indian all vendors must sign this Vendor Policy document and return it to the Office of Special Events to verify they have read and understand the NMAI-Mall vendor policies.

### 3. RULES

#### **Insurance Requirements**

Each of the Licensee and its vendors must maintain appropriate insurance and indemnify and hold harmless the United States and the Smithsonian, its agents and employees, from any and all claims, damages, or other liability arising out of its use of the Smithsonian's facilities. Certificates of insurance are due no later than two weeks prior to event.

Licensee and each of its vendors and other service providers shall obtain and carry the following:

- 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 (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.

#### **Indemnification and Hold Harmless Provisions**

Vendors 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 injury to guests, Institution employees, and vendor employees or agents.

## **Facilities Regulations**

### **Food, Beverage and Alcohol**

No food or beverages are permitted in the galleries. No food or beverages are permitted in public spaces between 10:00 a.m. and 5:30 p.m. All alcohol must remain in kitchen areas and off the floor until 5:30 p.m.

All food and beverages must be received and served by a licensed caterer. All alcohol must be delivered to the caterer immediately before the event and removed from the premises immediately following the event. A representative from the catering firm must receive the delivery and facilitate the pick up. The NMAI-Mall will not store beverages prior to the event or following the event.

No red beverages, including red wine, can be served during standing receptions. Red beverages are only permitted at seated dinners if the Licensee has made arrangements for this in their event agreement.

All kitchen and food services areas will be determined in advance of the event with the special event coordinator.

### **Kitchen Area**

The floors of the designated kitchen staging area in the NMAI must be covered by plastic to protect the floors. Plastic floor covering and mats must also be put down behind bar areas.

Pipe and drape or screens must be used for any kitchen areas in public spaces. The footprint of the kitchen will be determined with the special events coordinator in advance of the event.

Caterer must provide their own broom, dustbin, mop, and mop bucket. Caterer must sweep and mop prep areas, spills during the event, and the areas around bars and buffets after the conclusion of the event.

### **Open Flame**

Fire regulations prohibit the use of lit candles other than votives. Matches may not be used to light votives or sterno. Flame starters are permitted.

Use of propane equipment by a caterer or another vendor is not permitted within the museum or on museum grounds.

### **Electrical Requirements**

All electrical needs for lighting, audio, catering equipment, etc., must be cleared with the NMAI special events coordinator at least two weeks prior to the event. Depending on the electrical needs, a Smithsonian electrician may be required during the event. This requirement will be determined by the Office of Special Events in coordination with the vendors.

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Deliveries, Use of the Loading Dock, and Parking

All vendor deliveries for special events must be coordinated through the Office of Special Events prior to the event. Vendors delivering via the loading dock must share truck and driver information three days before the event to gain access to the loading docks. Trucks are not permitted to remain in the dock after unloading. Securing the necessary parking is the responsibility of the client and vendor. Once a truck is unloaded, it must be moved off property.

Deliveries which can be hand carried such as a floral arrangement or signage can be made to the Group and Staff Entrance with advance permission of the Special Events Coordinator.

All equipment for a special event must be removed immediately after the event. Any storage space required for equipment delivered the evening prior or morning of the event must be coordinated with and approved by the Office of Special Events.

Caterers and other vendors should provide their own hand trucks and dollies for delivering food and equipment. The wheels must be rubber to prevent floor damage.

Set Up and Breakdown

For daytime events, load in cannot begin before 7:00 a.m. unless client requests and pays for additional hours. Load out must conclude by 6:30 p.m.

For evening events, vendors may be allowed on the floor starting at 3:30pm during which time the space will remain open to the public until 5:30pm. Any load-in or breakdown which requires additional time must be coordinated in advance with the Licensee and NMAI Event Coordinator.

A representative of Licensee must be on site during all deliveries, set-up and load-outs.

Cleaning

Vendors are responsible for clearing up all equipment, trash, debris, etc. from the event. Garbage must be removed immediately following the event.

Liquid or solid refuse cannot be emptied into sinks. Ice cannot be emptied into sinks or toilets.

Equipment and Décor

All tables and chairs to be placed in the Potomac Atrium must have felt tips on their feet to protect the wood flooring. It is the responsibility of the vendor to remove any felt tips that have stuck to the floors of the museum.

Drop tables and staff need to be stationed at the elevators, gallery entrances, and Museum Shop to collect all food and beverages prior to guests entering the area. A generous number of staff and drop tables need to be incorporated into the plan for each event, in order to protect the floors, artifacts, and furniture of the Museum.

The following will not be permitted at any events taking place at the museum: fountains of any kind, hazers, fog machines, helium balloons, confetti.

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Any signage posted at the event must be approved in advance of the event. Installation, placement, and the process by which the items are installed must also be approved in advance. This includes all proposed signage or décor outside the building. No decoration, structure, equipment, or banner may be affixed to any portion of the building. Artifacts may not be moved, draped, or covered.

Flowers

All flowers, décor elements, equipment, and debris must be removed from the NMAI by the vendors at the conclusion of the event. No seed pods, bark or dead wood may be used in floral arrangements.

Florals must be arranged offsite, no assembling of floral arrangements is permitted onsite.

Audiovisual Vendors

All equipment cords must be taped down and vendors are responsible for bringing their own tape. Equipment cords running across public access spaces, doorways, etc. must be covered with yellowjackets. All cables and extension cords are to be properly secured during all phases of the event for safety purposes.

Lighting and audiovisual equipment set up is permitted the evening or morning prior to the event only if the Licensee has made arrangements for this in their event agreement.

There is no eating or drinking (except for water) in the Rasmuson theater, backstage, or the Rasmuson control rooms.

**Vendor and Staff Regulations**

All vendors and their staff are expected to conduct themselves in a professional manner before, during, and after an event. Any unprofessional behavior will be addressed by the NMAI event coordinator and with the vendor supervisor. Staff should adhere to the following:

- All vendors and staff will go through security each time they enter the building.
- Smoking and vaping is not permitted within 25 feet of the building.
- Smoking and vaping is not permitted in the building.
- Food and beverages are not permitted in the galleries or on the floor of the museum during public hours. Arrangements can be made with the NMAI event coordinator if you need a storage area or staff dining space.
- No equipment may block an emergency exit, emergency alarms or boxes, fire extinguishers or equipment.
- No personal items may be left unattended including clothing and backpacks. Arrangements can be made with the NMAI event coordinator if you need a storage area.
- No catering, flowers, or décor that does not belong to that vendor or Licensee can be removed from the building without approval from the NMAI events coordinator.

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**QUESTIONS**

All questions regarding this vendor policy can be directed to the National Museum of the American Indian Office of Special Events.

Physical Address: 4<sup>th</sup> Street & Independence Avenue SW  
Washington, DC 20024

Mailing Address: P.O. Box 23473  
Washington, DC 20026

Office Phone: 202-633-6982

Office Email: NMAI-SpecialEvents@si.edu

Office Fax: 202-633-6920

**AGREED TO BY:**

In signing this document the vendor acknowledges that they have read and understand the vendor policies for the Smithsonian Institution National Museum of the American Indian.

Vendor Name: \_\_\_\_\_

Vendor Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_