

SPECIAL EVENT POLICIES

The following policies have been established to ensure the safety of the collection during special events. All events are subject to the guidelines contained herein. These policies apply to all events including third party, internal and auxiliary events. The resolution of conflicts or issues rests with museum officials.

THE NATURE AND SCOPE OF ALLOWABLE EVENTS

The DIA is available for special events such as civil wedding ceremonies, corporate and social events. Nonprofit events are permitted as long as they are not fundraisers, art related or in conflict with museum goals. The DIA reserves the right to review event requests on a case-by-case basis.

Events cannot interfere with daily operations or other museum activities. Event rehearsals are allowed during regular museum hours only. Event rehearsals outside of regular museum hours will be subject to additional room rental rates.

The DIA is *unable* to accommodate:

- Fundraisers
- Proms
- Events of a religious nature including but not limited to wedding ceremonies officiated by clergy and bar/bat mitzvahs
- The on-premise sale or auction of any commercial products or items
- Political rallies or similar events for the purpose of endorsing candidates for public office
- Other inappropriate uses as defined in the sole judgment of the DIA.

NONPROFITS AND TAX EXEMPTION

Nonprofit organizations must submit a 501(c)3 letter from the IRS to receive a 25% discount on room rental fees of \$2,000 or more. Security, coat check, and other museum services charges normally included in the room rental fee may apply if room rental fee is discounted.

If the nonprofit organization is also exempt from Michigan sales tax, Client must submit a copy of the tax-exempt letter issued by the State of Michigan Treasury or the Michigan Sales and Use Tax Certificate of Exemption. Pursuant to Michigan law, if tickets are sold, the event is taxable, regardless of the nonprofit or tax-exempt status of the organization.

CONTRACTS, DEPOSITS AND PAYMENTS

This Room Rental Contract is to reserve event space(s) only and must be signed by Client and returned to the DIA along with the room rental fee within 10 business days of receipt. This contract is ineffective until both are received. Any outstanding balances from previous events must be paid in full before a new booking is confirmed.

A Room Rental Contract does not imply exclusive use of all museum facilities; there may be more than one event at a time in the building. Events in the Auditorium or Lecture Hall may be subject to additional contract terms & pending the approval of production schedule and tech plan.

Additional event details and charges will be outlined in the *Event Order Confirmation (EOC)*. Client will receive separate EOCs (depending on the scope of the event): one for *Food and Beverage* (Catering) charges and one for *Museum Services* (DIA) charges. Each EOC will need to be paid separately and according to its own payment terms. **Note: There will also be a minimum food and beverage expenditure as outlined in the Catering EOC. Events exceeding 450 guests may be subject to additional rentals and/or purchases of supplementary smallware, to be paid at Client's expense.**

Final Invoices will be issued within 30 days following the event, once all event charges have been actualized and will include any additional charges incurred after the EOC has been countersigned and executed (if applicable).

Deposits and *payments* are accepted by corporate check, certified check, money order or credit card. Personal checks, cash and payment plans are not accepted. Client is responsible for making all deposits and payments as noted in this agreement and on the EOCs.

FOOD AND BEVERAGE

Culinaire is the exclusive food service provider for the DIA. Outside food and/or beverages are not permitted at any time. Per the Michigan Liquor Control Commission (MLCC), alcoholic beverages may not be brought in, donated, used as favors/gifts and cannot be removed from the premises at any time. A 6% State of MI sales tax (unless the event is tax-exempt) and a 22% service charge will be added to all food, beverage and alcohol costs. The service charge covers the cost of labor for the staff servicing the event, it does not cover gratuity. Gratuity is offered at the sole discretion of the client. Additional labor charges may still apply; please contact Culinaire's Director of Catering & Sales for more details.

The DIA reserves the right to request proof of legal drinking age. Alcoholic beverages will be denied to those guests who are under age or appear to be intoxicated. We urge you not to mix drinking and driving.

DECORATIONS, SIGNAGE AND PUBLICITY

The DIA must approve any organic materials, additional lighting, large objects/equipment, decorations and/or displays prior to the event. Client must submit a proposed list of all items (including dimensions, weights & power needs for each item) and a detailed floor plan/layout noting these items at least 10 business days prior to the event. Nothing can be attached to any wall, floor, ceiling or other surface. Artificial fog, smoke or snow, confetti, or any other airborne substances including helium balloons and dry ice may not be used for decorations or in performances. Signage within the building must be approved by the DIA and submitted 30 days prior to the event date. Outdoor signage is not permitted.

Any publicity materials, invitations and/or tickets using the "Detroit Institute of Arts" name or logo must be approved by the DIA prior to mailing or distribution. The DIA should be listed as the location only.

SECURITY AND PROTECTION OF THE OF ART

We ask that Client make their event guests and vendors aware of their unique surroundings and ask that they assist in the preservation of this historic building and collection by abiding by the *Special Event Policies* and *Event Vendor Guidelines*.

DIA Security, specific to the event space(s) occupied during your event, is included in the room rental fee. The DIA prohibits outside contract or proprietary security services from performing such services on DIA property without the consent of the Director of Protection Services. Such requests must be made no later than two weeks prior to the event.

Food, beverage and gum chewing are strictly prohibited in the galleries, Lecture Hall and Auditorium. Smoking (including e-cigarettes and vaping) and tobacco chewing are prohibited inside the museum. No smoking is allowed within 25 feet of any entrance. The DIA promotes a weapon-free environment.

All items, including equipment or personal items, entering or exiting the museum are subject to inspection by DIA Security. Long umbrellas, oversized handbags, backpacks, briefcases or any other object larger than 11" x 15" are prohibited in the galleries; such items may be left at Coat Check. Wrapped packages are not allowed into the building; gift bags, however, are permitted.

Any person, including event guests and vendors, whose behavior threatens or appears to threaten the art collection will be asked to leave the building. Artwork cannot be touched; all guests are expected to stay at least eighteen (18) inches from all art. No objects may be placed on or over a work of art or attached to its pedestal, base, casework or surrounding wall. Protective elements such as stanchions cannot be moved or relocated. No artwork can be brought into the museum without prior approval.

OCCUPANCY RATES & ACCESSIBILITY

If the event's guest count exceeds the allowable maximum occupancy rate, DIA reserves the right to move the event to a larger event space. Should this become necessary, the rental rate of the larger space may apply. If there are no larger event spaces available, additional guests may be denied entry into the event. American Disabilities Act (ADA) access is available through the John R Street or Farnsworth Street entrances.

GALLERIES AND PUBLIC PROGRAMS

During normal museum hours, guests are encouraged to participate in any of the gallery talks, concerts, art studio projects or other regularly scheduled public programs.

Docents can be made available for gallery tours during your event. Please note that our docents generously donate their time to the museum. Therefore, we ask that docents are requested a minimum of three weeks prior to your event.

PHOTOGRAPHY/VIDEOGRAPHY INSIDE THE BUILDING

The DIA reserves the right to photograph during events for archival purposes. Art is protected under the United States Copyright law, therefore reproduction, distribution or sale of photographs is not permitted. Photographs or video may be taken of the permanent collection for personal, noncommercial use only. Guidelines for commercial photography or film shoots and rates are available upon request.

Photography is not allowed where a "No Camera" sign appears, including any Special Exhibition galleries, the Schwartz Galleries of Prints & Drawings, and the Albert and Peggy de Salle Gallery of Photography. Failure to comply with these policies may result in persons being escorted from the area. Cameras must be at least three feet from artwork. Flash photography, detachable lenses, camera bags, monopods, tripods, drones, additional lights and extension cords are not allowed.

INCLUDED IN ROOM RENTAL FEE:

- Up to six hours of Security and Coat Check
- 60" round tables (seat 8–10 per table)
- 36" round cocktail tables
- Standard banquet chairs
- Standard china, glassware and flatware
- Wireless internet

OPTIONAL ITEMS FOR AN ADDITIONAL FEE (INCLUDING BUT NOT LIMITED TO):

Note: the following items must be requested a minimum of 3-4 weeks prior to the event

- Security or Coat Check beyond six hours
- Audio Visual equipment (technician required)
- 72" round tables (seat 10–12 per table)
- Linen for 72" round tables
- Specialty chairs, tables or linens
- Upgraded china, glassware and flatware
- Floral arrangements
- Valet or Hosted Self-parking
- Canopy or red carpet at entrances
- Musicians or background music
- Opening the Museum Shop
- Gifts from the Museum Shop
- Opening the galleries after hours
- Special Exhibitions
- Private curator lectures
- Gallery tours

INSURANCE REQUIREMENTS

Vendors: All vendors must provide proof of adequate insurance prior to the commencement of work or services at the DIA that satisfies the following requirements, unless a waiver is requested of and granted by the office of the Chief Financial Officer:

- Commercial general liability insurance, including protective liability and contractual liability, and covering death, bodily injury and property damage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- The commercial general liability insurance policy shall name Client and the DIA as the named insureds.
- Provide the DIA with at least 30 days prior written notice of any cancellation or material change in coverage.

Clients: The DIA may, in its sole discretion, require that Client provide the DIA, in form and amount reasonably satisfactory to DIA, an indemnification agreement and proof of adequate insurance prior to the commencement of work or services at the DIA that satisfies the following requirements:

- Comprehensive general liability insurance including contractual liability insurance with a limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- The policy must name the DIA as an additional insured, be endorsed as primary and not excess over or contributory with any valid, applicable or collectible insurance or self-insurance in force for DIA.
- Provide the DIA with at least 30 days prior written notice of any cancellation or material change in coverage.

All of the foregoing coverages will be obtained and maintained at the Clients expense from insurers rated “A” or better by A. M. Best’s Insurance Reports, and which are authorized to transact insurance in Michigan, as evidenced by a subsisting certificate of authority issued by the Commissioner of Insurance of Michigan. Each insurance policy required by this Section shall be accompanied by an endorsement that states that the policy shall not be canceled or reduced without 30 days prior written notice to the DIA. Within 10 days after the execution of this agreement, Vendor and/or Client will provide the DIA with evidence of the insurance and endorsement required by this Section.