



## SPECIAL EVENT POLICIES AND ROOM RENTAL CONTRACT

The following policies have been established to ensure the safety of the collection during private events. These policies must be accepted and signed by Client and returned to the DIA.

### **The Nature and Scope of Allowable Events**

The DIA is available for corporate and nonprofit events, fundraisers, and events hosted by private individuals to include meetings, breakfasts, luncheons, corporate retreats, showers, graduation parties, bar and bat mitzvahs celebrations (not ceremonies). The use of designated galleries by the client does not imply exclusive use of all museum facilities. Events hosted within the DIA may not interfere with daily operations and activities. All events are subject to the guidelines contained herein.

The DIA is unable to accommodate:

- Events of a religious nature
- Wedding ceremonies (whether civil or religious) or similar types of events
- The on-premise sale of any commercial product except for book signings
- Political parties or fundraisers for the purpose of endorsing candidates for public office
- Political celebrations or rallies
- Other inappropriate uses (as defined in the sole judgment of the DIA)

There may be more than one event at a time in the building. Events cannot conflict with or interfere with other museum events or programming.

The DIA is a smoke-free environment. Smoking is not permitted within 25 feet of the building. Controlled substances and firearms are not permitted on the premises. ADA access is available through the Loggia or Farnsworth entrances.

### **Membership**

Current, active members may receive a discount on certain room rental fees which are \$1,000 or above. Member's discounts do not apply toward food, beverage, liquor, rental equipment, or other similar event-related items. A verifiable membership number is required.

### **Non-Profits, Tax Exemption, and Fundraisers**

Nonprofit and fundraising events are permitted as long as the fundraiser is not art or culture related, or in conflict with museum goals. Events such as the American Red Cross, Muscular Dystrophy, or other medical fundraisers for example, may be allowed. The DIA reserves the right to make exceptions on a case-by-case basis.

Non-profit organizations must submit a copy of the IRS Department of Treasury letter stating that the organization is a 501(c)3 non-profit agency in order to receive any non-profit discount on the room rental fee.



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If the organization is also exempt from state sales tax, Client must also submit to the DIA a copy of the tax-exempt letter issued by the State of MI treasury (not a W-9).

Pursuant to Michigan law, if guests are paying to attend the event, the event is not tax-exempt and sales tax will be applied to all food, beverage, and alcoholic beverages.

Silent auctions must be approved in advance. Items for the silent auction may be subject to approval by the DIA's curatorial and/or registrar's department.

### **Auditorium and Lecture Hall**

Events and special programs in the Auditorium and/or Lecture Hall may be subject to additional contract terms. Programs are subject to DIA approval.

### **Deposits, Estimated Contract, and Final Guest Count**

This agreement is to reserve event space only. The room rental fee must be paid at the signing of this contract as a deposit on the event.

Once the event details are worked out, the Banquet Event Order (BEO) must also be signed by Client as an addition to the event space contract, and returned with 50% of the total dollar amount listed on the BEO within 10 business days.

The remaining 50% of the BEO must be paid no later than two weeks prior to the event. Any remaining charges will be invoiced after the event.

Deposits are accepted by corporate check, certified check, money order, or credit card using the attached form. Please, no personal checks.

All deposits and payments for this event must come directly from the Client as named on the estimated contract. The DIA cannot accept multiple payments from various individuals or organizations as deposits or payments for the event.

The final guest count is due three business days prior to the event.

For the safety of your guests, maximum allowable occupancy rates must be strictly adhered to. If the guest count grows substantially from the original estimate, 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 to the event. If there are no available larger event spaces, additional guests may be denied entry into the event space due to fire regulations.



### **Event Contact Person**

Client designates the person below the signature block at the end of this Agreement as its representative authorized to negotiate, sign, and amend this Agreement on behalf of the Client.

Client will channel all communication with the DIA regarding this Agreement through that contact person. The DIA may, but is not obligated to respond or act upon any request or communication from other representatives of Client.

### **Changes to Event Contract**

Any changes, additions, stipulations or deletions will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by authorized representatives of the Client and the DIA.

### **Food, Beverages and Alcoholic beverages**

Sodexo Corporate Services is the exclusive food service provider and caterer for the DIA. All food, beverages and liquor must be provided by the DIA and may not be removed from the premises.

The sale and service of all food, beverages, and alcoholic beverages is regulated by the Michigan Food Law and the Michigan Liquor Control Commission. The DIA is responsible for the administration of those regulations. State law and DIA policy requires that no food, beverages, or alcoholic beverages may be brought in or donated for the event. All federal, state and local laws regarding food and beverage purchase and consumption are enforced. 6% sales tax (unless the event is exempt from sales tax) and 20% gratuity will be added to all food, beverage and liquor.

The legal drinking age in the State of Michigan is 21 years old. The DIA reserves the right to request proof of legal drinking age. Alcoholic beverages will be denied to those guests who appear to be intoxicated or are under age. We urge you not to mix drinking and driving.

Three options for bar setup are available. Partially hosted bars using “drink tickets” are not permitted.

- Host the full bar (beer, wine and liquor)
- Host beer and wine only (guests pay for liquor/mixed drinks)
- Full cash bar (guests pay for beer, wine and liquor)

### **Menu Tastings**

Menu tastings are limited to four participants, and may include both food and wine. Menu tastings are at no charge if the event is confirmed and executed. If the event is not confirmed or executed, a per-person fee will apply.



### **Decorations, Signage and Publicity**

The DIA must approve any decorations or displays brought into the museum prior to the event. In order to prevent damage to the facility, items cannot be attached to any wall, floor, or ceiling or other surface.

Signage within the building must be approved by the DIA. Outdoor signage is not allowed.

All publicity, invitations and tickets using "The Detroit Institute of Arts" name or logo must be reviewed and approved by the DIA prior to mailing or distribution.

Client may not publish the event until written approval is received from the DIA. Client must submit any invitation or informational copy of their scheduled event to the Events and Food Service Operations department for approval prior to its release.

Client may not publicize or cause to be publicized without the DIA's prior written consent that the DIA supports, sponsors or endorses an event. The DIA should be listed as the location only.

Directions and a map of the immediate area are located on the internet at [www.dia.org](http://www.dia.org) if Client wishes to include a copy with their invitation.

### **Security**

The DIA provides professional security staff for all events. A certain amount of security staff is included in the room rental fee. Additional security fees may apply if the event extends beyond four hours in duration or requires staffing beyond what is included in the rental fee. Any supplemental security required by Client must be approved by the DIA's Chief of Security.

### **Protection of the of Art**

For the safety of the art collection, the DIA is unable to permit smoking, food, beverage, long umbrellas, oversized handbags, backpacks, briefcases or packages (larger than 11" x 15"), in the galleries. Such items may be left at Coat Check. Wrapped packages are not allowed in the building; gift bags, however, are permitted. All items carried into or out of the museum are subject to inspection by Security.

Works of art cannot be handled in any way except by authorized museum personnel. Art must not be touched nor have anything draped over it. No objects should be placed on a work of art or attached to its pedestal, base, vitrine or surrounding wall. Obstruction, movement, rearrangement, or disturbance of any work of art is absolutely prohibited. Any person whose behavior threatens, or appears to threaten, the DIA's collection will be asked to leave the building.

Works of art cannot be moved or removed for events. No artwork can be brought into the museum (except for items covered under the guidelines for silent auctions).



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### **Galleries**

The use of designated rooms or galleries by Client does not imply exclusive use of all museum facilities. If Client's event is outside of the DIA's normal museum hours, galleries are open by request only; an additional fee may apply.

Docent-led gallery tours and audio tours of the DIA's permanent collection are available; advance reservations are required. Access to special exhibitions may carry an additional fee. Food and drinks are strictly prohibited in galleries.

### **Events During Museum Hours**

If the event is during the DIA's normal museum hours, guests are encouraged to participate in any of the DIA's regularly scheduled programs, concerts or other activities. Client may also incorporate the DIA's art studio or other special programs as part of the event.

### **Photography**

Photography is allowed in our permanent collection galleries and common areas only. Photo shoots for commercial or educational use are covered under separate guidelines through the DIA's Marketing department.

The use of cameras for personal purposes is permitted in the galleries under the following conditions. Failure to comply may cause Client, or guests of Client, to be escorted from the area.

- Only electronic flash is permitted
- No tripods or extension cords during museum hours.
- Video taping, filming or photography for any professional, editorial or professional purposes must receive prior approval through the Marketing/Public Relations department at 313.833.7963.
- Works of art are protected under United States copyright law; therefore, any reproduction, distribution or sale of your photographs is not permitted. For more information, contact Photographic Services/Rights and Reproductions at 313.833.7913.
- No photography is allowed in special exhibitions or of works of art on loan to the DIA.

### **Museum Shop and Book Signings**

If the event falls outside of normal museum hours, the Museum Shop can be opened for a four-hour event for \$75.00.

Books for use in an author's book signing must be processed through the Museum Shop. One month of advance notice is required. A fee of 30% of the retail price must be paid to the Museum Shop. All profits from the sale of the books will go to the Museum Shop. The DIA reserves the right to deny the sale of any and all merchandise that it deems to be inappropriate.



### **Floral Arrangements, Rentals and Other Outside Vendors**

If Client wishes to hire outside vendors to provide goods or services (excluding food, beverage, liquor, valet parking, red carpet and tenting outdoors) for the event, Client assumes all responsibility for any damage to the DIA premises or any injuries which are caused by such companies, and agrees to have them abide by all DIA rules and regulations.

The DIA may, in its sole discretion, require that vendors 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.

Client may supply certain audio visual equipment, but DIA Audio Visual staff must assist with set up and tear down of all audio/visual equipment. If Client hires entertainment, Client must submit to the DIA the contact information for the entertainment. A technical rider may be required for events with extensive audio-visual needs.

All outside vendors must check in with security and wear temporary name badges while in the building. All event-related equipment must be loaded and unloaded at the John R loading dock. Client is responsible for transporting client-supplied arrangements, linens or other event-related items to the appropriate location.

Setup for events held in public areas may only begin when the museum closes. Museum hours are Wednesday and Thursday 10a-5p; Friday 10a-10p; Saturday and Sunday 10a-6p. Setup times may be shorter in order to accommodate our public hours. External setup staff must be accompanied by DIA staff 100% of the time.

Floral arrangements assembly must be made off premises, and candles must have a covered flame (e.g., votive candles or tapers with shades). Containers for flowers or candles must be stabilized or secured to prevent tipping or spilling. Spills and debris must be cleaned up immediately and empty boxes removed from the premises.

Client agrees to leave the DIA premises in a neat and orderly condition. Tear down must be completed at the end of the event, including the removal of containers, debris or refuse. Client may incur additional charges for the removal of such materials by DIA staff if event is not completely torn down after the event. The DIA is not responsible for any items left after the event.

### **Included in Room Rental Fees:**

- Up to four hours of Security
- Up to four hours of Coat check
- Up to four hours for one Audio Visual technician
- One podium and one microphone
- One hour set up and one hour teardown
- 60" round tables (seats 8-10 per table) with standard black or white linen
- 36" round cocktail tables with standard black or white linen
- Standard china, glassware and flatware
- Standard banquet chairs
- Votive candles



**Optional items for an additional fee (including but not limited to):**

- 72" round tables (seats 10-12 per table)
- Linen for 72" round tables
- Specialty chairs, tables or linens
- Upgraded china, glassware and flatware
- Security, coat check or an audio visual technician beyond four-hour block of time
- Additional audio-visual equipment
- Floral arrangements
- Wireless internet
- Canopy or red carpet at entrances
- Valet parking
- Musicians or background music
- Opening the Museum Shop
- Gifts from the Museum Shop
- Opening the galleries
- Private lectures
- Docent-led gallery tour

**Cancellations**

Client agrees to notify the DIA in writing if the event must be cancelled. Cancellation fees are:

<u>Days prior to the event</u>	<u>Cancellation Fee</u>
Less than 7 days	100% of contract and BEO total
8-13 days	75% of contract and BEO total
14-30 days	50% of contract and BEO total
31-60 days	25% of contract total

The DIA reserves the right, under extenuating circumstances, to relocate and/or reschedule events. Client will be notified in advance should this issue arise.

The DIA reserves the right to cancel an event at any time if the building policies are violated. If this occurs, all deposits will be forfeited by Client and retained by DIA.

**Impossibility**

The performance of this Agreement by Client or the DIA is subject to acts of God, war, terrorism and/or responses thereto, government authority, disaster, snow emergency, fire, strikes, civil disorder, vandalism, curtailment or disruption of transportation facilities or other emergencies, or any such event which make it illegal or impossible to provide the facilities and/or services for the event. This Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

**Liability**

The DIA reserves the right to inspect and control all private functions. Client agrees to be responsible for any damage done to the DIA by event vendors or guests.

Client shall not injure, deface, change or alter the premises or any items contained in the DIA and shall not cause or permit anything to be done that many damage the DIA or any of its contents.



Client agrees that if premises or any items contained within are damaged by an act, default, or negligence by Client or an agent of Client, Client will pay the DIA such sum necessary to replace and/or repair to original condition. This applies to both art and non-art items.

The DIA shall not be responsible for damage or loss of any merchandise or articles brought into the DIA or for any items left unattended by Client, outside vendors, or guests.

### **Litigation**

The parties agree that, in the event of litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorney's fees.

### **No Waiver**

Failure by the DIA at any time to enforce any provision of this Agreement or any right that may arise as a result of a breach of this Agreement by Client will not be construed as a waiver of any of DIA's rights, will not affect the validity of this Agreement and will not prejudice the DIA as regards any subsequent action.

### **Severability**

If any portion of this Agreement is held to be unenforceable by a court of competent jurisdiction, that portion must be severed from this Agreement and the remainder of this Agreement will continue in full force and effect.

### **Insurance**

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 \$1,000,000.00 per occurrence.
- 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.

### **Indemnification**

Client will defend, indemnify, and hold the DIA harmless from and against all claims, liabilities, losses, damages and settlement expenses (including attorney's fees, court costs and all other defense-related costs) in connection with any breach of Agreement by Client or with injury or death of any person or loss of damage of any property allegedly or actually, in whole or in part, resulting from or arising out of any act or negligence of Client, its employees, guests, invitees, agents or contractors in connection with the event.



## VENDOR POLICY

### Attachment A

- Setup for events held in public areas may only begin when the museum closes. Museum hours are Wednesday and Thursday 10a-5p; Friday 10a-10p; Saturday and Sunday 10a-6p. Setup times may be shorter in order to accommodate our public hours.
- Client is responsible for transporting client-supplied arrangements, linens or other event-related items to the appropriate location.
- All members of crew must sign vendor policy upon entrance to the museum.
- All members of crew must sign in on loading dock, check in with DIA event planner, and wear temporary name badges while in the building.
- All event-related equipment must be loaded and unloaded at the John R Street loading dock.
- Equipment must be placed at least four feet from any wall or work of art. If the object is taller than four feet, the equipment must be placed an equivalent distance from any wall or work of art (i.e., if equipment is 8 feet tall, it must be kept a minimum of 8 feet from the wall or artwork).
- Floral arrangements assembly must be made off premises.
- Candles must have a covered flame (e.g., votive candles or tapers with shades). Containers for flowers or candles must be stabilized or secured to prevent tipping or spilling.
- Client agrees to leave the DIA premises in a neat and orderly condition.
- Tear down must be completed at the end of the event, including the removal of containers, debris or refuse. Spills and debris must be cleaned up immediately and empty boxes removed.
- Client may incur additional charges for the removal of leftover event materials by DIA staff if event is not completely torn down after the event. The DIA is not responsible for any items left after the event.