

GUIDELINES FOR ENTERTAINING AT THE MUSEUM OF MODERN ART FOR SPECIAL EVENTS

The Museum of Modern Art (the “Museum”) provides a unique setting for corporate entertaining. In order to take advantage of the Museum’s facilities, a company must be a Corporate Member of the Museum at the Partner level or above. Not-for-profit institutions are also eligible to utilize the Museum’s facilities to entertain without obtaining a Partner level Corporate Membership. Corporate Member and Not-for-profit institutions may be referred to as Licensee.

To begin the process, the Licensee’s designated Museum contact must send a letter to the Museum’s Corporate Relations Marketing Coordinator. The letter should state that the Licensee has obtained corporate authorization to schedule an event at the Museum, describe the general character and purpose of the event, and indicate a preferred time and date. Assuming that the event is consistent with the Museum’s guidelines and that the date and time are available, the Museum’s Department of Special Programming and Events (“Special Events”) will notify the Licensee that the date will be held for ten (10) business days on the Museum’s Master Calendar.

Some of the specific guidelines Licensees must follow when holding an event at the Museum are stated below.

GENERAL PRINCIPLES

The Museum does not permit the use of its facilities for political events. Personal events, such as weddings, graduations, or birthdays are generally not permitted. No products or services may be sold at the Museum in conjunction with an event, nor may any products be displayed. Events may not begin before 6:30 p.m. on days we are open to the public—Mondays, Wednesdays, Thursdays, Saturdays and Sundays. The Museum is open until 8 p.m. on Fridays; therefore we cannot begin an event until 9:30 p.m. Smoking is not permitted on the Museum premises.

A minimum of four weeks’ notice is required if a corporation would like to hire lecturers for a group.

All arrangements for entertaining at the Museum must be approved in advance by Special Events.

RESERVATION AND CANCELLATION OF DATES

A deposit of \$5,000 (the “Deposit”) is required to reserve the date, and must be received within ten (10) business days of the date’s entry on the Museum’s Master Calendar. Only one date may be reserved for each event. Additional dates may not be reserved until the first date is released. The deposit will be deducted from the final invoice for the event.

The deposit is fully refundable if the event is cancelled more than 6 months prior to the event date. If the event is cancelled within 6 months of the event date, this deposit is nonrefundable. Under certain conditions, this fee may be applicable towards an alternate event date.

PRESS AND PUBLIC RELATIONS

The Museum must review and approve all material and arrangements concerning event-related public relations and press. If the Licensee plans to use an independent public relations firm to promote an event at the Museum, it must provide Special Events with the contact information for that firm within two weeks of when the firm initiates its work on the event or two weeks in advance of the event, whichever is earlier. The Museum's Department of Communications works in conjunction with Special Events to coordinate publicity efforts for events at the Museum.

All requests for media coverage of an event must be submitted to Special Events in writing at least thirty days prior to the event. This applies to arrangements made directly by the Licensee and to arrangements made by any outside contractors the Licensee has hired to work on the event. The request must include information about the categories of press to be invited (e.g. still photographers, journalists, etc.) as well as the nature of any desired coverage. Special Events will present the Licensee's request to the Museum's Department of Communications for consideration and approval.

In general, television or Internet coverage is allowed only when the Museum is a sponsor of the event. When such coverage is approved, the Department of Communications will have staff present to oversee any taping or filming activity. In the rare instance that the Museum may approve such coverage for a Licensee, the Licensee must comply with the Museum's standards for working with such press. A copy of these guidelines is available upon request.

The Licensee is solely responsible for obtaining any necessary consents, permissions and waivers, including but not limited to privacy releases and copyright clearances, and for paying any royalties, fees, or other amounts claimed by any third parties.

All press releases and media alerts mentioning the Museum must be reviewed and approved in advance by the Museum's Communications Department. The Museum requires 3 business days to approve press releases and media coverage post event and prior to the event.

Events that include a significant press or public relations presence at the Museum shall be subject to an additional fee.

USE OF PHOTOGRAPHERS AND PHOTOGRAPHIC EQUIPMENT

The Licensee must notify Special Events in writing at least thirty days in advance of any plans to use photographers or videographers at the event. Photographers and videographers must follow the Museum's Guidelines and are subject to any additional Museum requirements concerning, for example, the placement of equipment.

Photography in the Museum's Special Exhibition galleries is strictly prohibited. Photography is permitted in public areas and in the Museum's Permanent Collection galleries only. The use of a flash is not permitted in the galleries, and no individual work of art may be photographed. The Licensee will be responsible for clearing any rights with regard to any individuals or works of art included in any photographs or other reproductions used by the Licensee.

CATERING

The selection of the caterer and menu, as well as the style of food presentation, is subject to the review and approval of Special Events. The Licensee must notify Special Events in writing four (4) weeks prior to the event of its selection of a catering service. Catering services must comply with all applicable Museum rules and regulations, including insurance requirements.

LIQUOR AND WINE

The Museum has its own liquor license and supplies all liquor, wines and champagne. The Licensee or its caterer must notify Special Events at least two (2) weeks prior to the event of its selection of liquors, wines, and champagne.

RENTAL EQUIPMENT

Rental equipment is subject to the Museum's approval through Special Events. Rental companies must comply with all applicable Museum rules and regulations, including insurance requirements. Special Events will determine the day and hour at which rental equipment is to be delivered and picked up, which may vary depending on Museum needs.

DÉCOR

Decorations must not endanger or necessitate the removal of artwork. No adjustments can be made to the Museum's existing lighting.

Final plans for lighting, décor, floral arrangements, table centerpieces, visual displays and any special installation of equipment, must be submitted for approval to Special Events in writing at least four weeks prior to the event. Decorators must comply with all applicable rules and regulations, including insurance requirements.

The Museum reserves the right of final approval over table and other decorations on the evening of the event. The Museum may require that on-site modifications be made to the decorations.

All materials, decorations, plants, flowers, etc. supplied from outside sources must be removed from the Museum by the suppliers or Licensee immediately following the event.

LOGOS

The Museum allows the display of logos only within designated areas of the Lobby. The size and placement of signage is subject to the approval of Special Events.

INVITATIONS, GIFTS AND PRINTED MATERIALS

The content and design of all printed materials relating to an event, including the invitation, program copy, and any signage, are subject to the review and approval of Special Events seven (7) days in advance of printing. In the event that the Licensee is a Corporate Member, the invitation must include the following copy: "XXX is a Corporate Member of The Museum of Modern Art. Entertaining in the Museum is a privilege of Corporate Membership."

Special Events must approve any gifts to be presented to guests. Any gifts remaining at the close of the event must be removed from the Museum immediately.

GUEST LISTS

An alphabetized, double spaced list of guests must be submitted to Special Events by nine a.m. on the day of the event. **The guest list should include all guests invited and indicate all negative and positive responses received.**

MUSIC

The selection of music, entertainment, and any performing groups for the event are subject to Special Event's approval. Amplified music is permitted only indoors, with a curfew of 12:00 a.m., and is limited by space and acoustical considerations. The Licensee will be responsible for any royalties or use fees in connection with any performance of music.

THEATER USAGE

The Department of Film must approve all events in its theater. Such events include screenings, lectures, entertainment, corporate meetings, or any similar special event. All requests for use of the theater, together with a detailed description of the proposed event, must be submitted in writing to Special Events at least thirty days prior to the event. Personnel and equipment requirements should also be indicated. The Museum's Theater has a full-time professional staff. The Museum will assign the appropriate staff

to each event according to the type of event and the equipment requested. A theater usage fee will be charged (\$7,500 for Titus I, seating capacity 400, \$5,000 for Titus II, seating capacity 200, \$4,000 for Bartos, seating capacity 120 and \$3,000 for Time Warner, seating capacity 45). Additional fees will be charged for the following:

- 1) Rehearsal and set-up time, which must be booked 21 days in advance.
- 2) Time for the breakdown of equipment, which must be booked for the following day.
- 3) Any outside rental of equipment or outside personnel

COSTS AND BILLING

The Licensee is solely responsible for payment to all vendors it retains in connection with the event, including but not limited to caterers, decorators, florists, rental equipment, music, and, if applicable, any additional insurance required to be purchased in connection with the event. **Payment must be in the form of a corporate check. Credit cards are not accepted.**

The Museum's Fees:

The Licensee will be assessed a **Rental Fee** for the after-hours use of the Museum's space. This fee covers rental of the space together with the Museum's costs for keeping the Museum open after regular hours.

The Licensee must also pay an **Administrative Fee** based upon the number of guests attending the event. A guarantee of the number of guests is required four working days prior to the event. This number may be increased but not decreased up to two days prior to the event. The final Service Fee will be based on this guaranteed number. If the actual number of guests is higher than the guaranteed number of guests, as determined by the Museum's Department of Security, costs will be based on the actual attendance.

In addition, the Licensee must pay a **Liquor Fee**.

The Museum also may assess additional charges resulting from damage to Museum property or any other claim arising out of the event, for which the Licensee must accept full responsibility.

An advance payment representing an estimated 50% of the Museum's Total Fees (the "Advance") is required eight weeks prior to the event. The Museum will retain the Advance if the Licensee cancels the event in writing within four weeks of the reserved date.

An invoice from Special Events for the balance of the Museum's Fees will be sent four to six weeks following the event and must be paid within 30 days of receipt. The Deposit will be applied to against this invoice.

LIABILITY

The Licensee will be responsible for all injury or damage of any kind to persons or property, regardless of who may be the owner of the property (including, without limitation, the Museum's furniture, furnishings, or works of art) arising out of or suffered through any act or omission of the Licensee, its employees, agents, contractors or guests, in connection with its use of Museum facilities. The Licensee further assumes the obligation to indemnify and hold harmless The Museum of Modern Art, its affiliates, Trustees, officers, agents, and employees, against any and all damages, claims, expenses (including reasonable legal fees), or other liability due to bodily injury, personal injury or death, or damage to property of others, arising out of or suffered through any act or omission of the Licensee, its employees, agents, contractors or guests, in connection with its use of Museum facilities.

The Licensee shall carry commercial general liability insurance on an occurrence basis with insurance companies acceptable to the Museum with a minimum combined single limit of liability for bodily injury, personal injury and property damage of \$5,000,000 applicable to this special event. The Museum of Modern Art will be included as an additional insured in the commercial general liability insurance policy. In addition, the coverage provided to The Museum of Modern Art as an additional insured in the commercial general liability insurance policy will be primary and non-contributory as respects any insurance The Museum of Modern Art may purchase or carry. A certificate of insurance confirming the required coverage shall be submitted to Special Events no later than 60 days prior to the event.

The Licensee agrees to request the owner of any rental equipment, decorating equipment, and/or catering equipment, to hold harmless the Museum for any loss or damage to equipment while being delivered to, located on the premises of or being picked up from the Museum. In addition, the Licensee agrees to request the owner of the equipment to waive its rights of subrogation against the Museum for any loss or damage to the equipment. In the event the Licensee fails to get such an agreement, the Licensee agrees to hold harmless and indemnify the Museum for any loss or damage to rental equipment while being delivered to, located on the premises of or being picked up from the Museum as part of the special event. In addition, the Licensee agrees to waive its rights of subrogation against the Museum for any loss or damage to the equipment.

CANCELLATION

If for any reason beyond the control of the Museum, the space cannot be made available on the date of the event, the Museum will provide as much advance notice as possible after it learns of the condition that makes the space unavailable. Upon such circumstances, the Museum's sole liability shall be the refund of the amount paid to the Museum by the Licensee pursuant to these Guidelines.

The Museum of Modern Art reserves the right to cancel an event up to or including the day of the event if it becomes apparent that the intended use of the space will endanger any personnel or property or if the Licensee does not comply with the Museum policies and procedures.

ADDITIONAL INFORMATION

These Guidelines constitute the entire understanding of the parties concerning the subject matter addressed herein, and may be modified or amended only in a writing signed by the Museum.

Please contact the Office of Programming and Special Events at (212) 708-9680.

Agreed to by Licensee:

Corporate name

By: _____
signature

Name and Title (please print)

Date

AVAILABLE AREAS AND CAPACITIES:

[to be provided]

ADDITIONAL INFORMATION

Please contact the Department of Special Programming and Events at (212) 708-9680.