

TERMS AND CONDITIONS FOR HOSTING SPECIAL EVENTS AT THE MUSEUM OF MODERN ART

ELIGIBILITY

The Museum of Modern Art (the “Museum”) provides a unique setting for corporate events. In order to take advantage of the Museum’s facilities, a for-profit company must be a Corporate Member of the Museum at the Partner Level or above. Not-for-profit institutions must be Corporate Members of the Museum at the Friend Level or above. A Corporate Member holding an event at the Museum will be referred to below in these Terms and Conditions as the “Licensee”. In order to host an event at the Museum, the Licensee must adhere to the following terms and conditions (the “Terms and Conditions”).

GENERAL PRINCIPLES

The Museum’s Special Programming and Events Department (“Special Events”) is responsible for ensuring that the Museum’s collections and facilities are protected during events. To this end, Special Events must approve in advance all arrangements for corporate events, to confirm that the Licensee has complied with these Terms and Conditions.

The Museum does not permit the following in the context of an event:

- The use of its facilities for political events;
- The use of its facilities for personal events such as weddings, graduations or birthday celebrations;
- The display, promotion or sale of any products or services;
- The display or exhibition of any outside artwork, or items that may resemble artwork;
- Press related book, magazine or product launches;
- Fashion shows and presentations.

Exhibitions in and around event spaces may change between the date that an event is placed on the calendar and the date on which it is held. Please be advised that the Museum reserves the right to install works of art, including large sculptures or installation pieces, in spaces used for events, such as the Museum’s lobby, without notice. Under certain limited circumstances, it may be possible to move these works to accommodate an event. In such cases, should Licensee so request, the Museum will move the work(s) for the Event, and the Licensee will incur an additional fee to reimburse the Museum for the costs it incurs in moving the work(s) for the Event and replacing the work(s) after the Event.

The Museum encourages Licensees to hire lecturers knowledgeable about the Museum and its collections as part of their events. A minimum of four (4) weeks’ notice is required to reserve a lecturer.

Smoking is not permitted on the Museum premises.

SCHEDULING AN EVENT

To begin the process, the Licensee must submit an inquiry to Special Events that includes all relevant details concerning the proposed event. Licensee must also provide either proof of current Membership at the appropriate level, or a statement that Licensee intends to join the Museum at the appropriate level. Provided the event is consistent with these Terms and Conditions and that the date and time are available, a Special Events team member will place a hold on the date on the Museum's Master Calendar, and will notify the Licensee that the Museum will hold that date for ten (10) business days. The Licensee may hold up to three (3) dates.

If several parties are interested in holding the same date for an event, the Museum will inform the party who first asked to hold the date of the conflict and will provide that party with two (2) business days to proceed to reserve the date as described in the section below. If the party does not reserve the date within this time period, the date will be released to the other interested party.

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. The deposit will be deducted from the final invoice for the event. Only one date may be reserved for each event. Additional dates may not be reserved until the first date is released.

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

PRESS AND PUBLIC RELATIONS

In order to avoid any improper use of its intellectual property and to protect its facilities and collections, 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 the date that the firm initiates 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 ensure that the Museum is protected and that any publicity relating to the event complies with the Terms and Conditions and is consistent with the Museum's mission.

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 or disapproval.

In the rare instance that the Museum permits television or Internet coverage of an event, the Department of Communications must have staff present to supervise any taping or filming activity and 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.

In order to avoid any improper use of its intellectual property and to protect its facilities and collections the Museum must review and approve in advance all press releases and media alerts mentioning the Museum. The Museum's Communications Department requires three (3) business days to approve press releases and media coverage.

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 (30) days in advance of any plans to use photographers or videographers at the event. In order to protect the Museum's collections and facilities, 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.

VENDOR SELECTION AND DELIVERIES

The Licensee must notify Special Events in writing six (6) weeks prior to the event of its selection of all vendors. All vendors are subject to approval by Special Events and must comply with all applicable Museum rules and regulations, including insurance requirements outlined in the Liability paragraph below.

A Licensee must select a caterer from the MoMA Approved Vendor List. The caterer must provide a floor plan that includes all food and beverage displays within four (4) weeks prior to the event. The floor plan is subject to approval by Special Events.

The Museum prefers that all other vendors be selected from the MoMA Recommended Vendor List. If the Licensee selects a vendor that is not on the MoMA Recommended Vendor list, the Licensee must notify Special Events and is responsible for arranging a site visit.

To ensure that the Museum's collections and facilities are protected, rental equipment, and its placement, is subject to the approval by Special Events. The Museum cannot provide any assistance in setting up the equipment for an event. However, the Museum's staff will be present to safeguard the Museum's facilities and ensure compliance with these Terms and Conditions.

A delivery schedule is determined by Special Events two (2) weeks prior to the event. The Museum can only accept deliveries on the event date. The Museum does not have storage prior to the event date. All equipment, decorations, flowers, etc. must be removed from the Museum by the vendors or Licensee immediately following the event.

DÉCOR

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

The Museum allows the use of candles, provided they are enclosed. Candles cannot be placed on the floor or stairs.

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 (4) weeks prior to the event.

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 to ensure compliance with these Terms and Conditions and to protect the Museum's premises.

LIQUOR AND WINE

The Museum has its own liquor license and must supply all liquor, wines and champagne. Matters relating to liquors, wines, and champagne are addressed in a separate agreement entitled "Terms and Conditions for Serving Alcoholic Beverages at Special Events at The Museum of Modern Art."

SIGNAGE

The Museum allows the display of signage only within designated areas of the Lobby. The signage must be free standing and must not endanger any artwork. 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. This serves to avoid any improper use of the Museum's intellectual property. 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. Hosting an event at the Museum is an exclusive 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

For security purposes, an alphabetized, double spaced list of guests must be submitted to Special Events by 9:00 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 are subject to Special Event's approval. Amplified music is permitted 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. If applicable, amplified music is permitted in The Abby Aldrich Sculpture Garden with a curfew of 9:00 p.m. Amplified music in The Abby Aldrich Sculpture Garden cannot exceed 80 decibels.

EVENT SETUP AND START TIME

The Museum closes at 5:30 p.m. every day except Friday, when it closes at 8:00 p.m. Event setup cannot begin until after the Museum is closed and all Museum patrons have exited. There is no space within the Museum for setup until the Museum is closed.

Events can begin no earlier than 7:00 p.m., and on Fridays, events can begin no earlier than 9:30 p.m.

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.

The Museum's Fees:

The Licensee will be assessed a **Rental Fee** for the after-hours use of the Museum's space.

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 Rental Fee (the "Advance") is required ten (10) weeks prior to the event. The Museum will retain the Advance if the Licensee cancels the event in writing within four (4) weeks of the reserved date.

An invoice from Special Events for the balance of the Rental Fee will be sent shortly after the event has occurred, and must be paid upon receipt. The Deposit will be applied to against this invoice.

Payment must be in the form of a corporate check or wire. Credit cards are not accepted.

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 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 sixty (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. In such case, the Museum's sole liability shall be the refund of the amount paid to the Museum by the Licensee pursuant to these Terms and Conditions.

The Museum 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 violates the Museum's mission or if the Licensee does not comply with the Museum policies and procedures.

ADDITIONAL INFORMATION

These Terms and Conditions 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 Special Programming and Events at (212) 708-9680 or specialevents@moma.org.

Agreed to by Licensee:

Corporation/ Not-for Profit name

Name and Title (please print)

Date

Signature

AVAILABLE AREAS AND CAPACITIES:

[to be provided]