

Special Event Policies

A. Restrictions and Right of Termination

- a. In the event the IMA determines any violation of its policies, applicable laws, ordinances or regulations with your intended use of its premises and/or equipment, the institution reserves the right to cancel the function at any time and no monies paid up to that point will be refunded.
- b. The IMA does not permit religious events (other than wedding ceremonies), political events, or performances. Adult events including minors may be allowed at the discretion of the Event Services Department and only with a proper chaperone.
- c. The Client must agree that it will not practice, advocate or permit discrimination or segregation based upon race, creed, gender, age, sexual orientation, disability or national origin. We reserve the right to prohibit events providing alcoholic beverage service only (food must accompany alcohol at all events).
- d. The IMA is not available for event rentals on Thanksgiving, Christmas Eve, Christmas Day or New Year's Day.

B. Fees & Services.

1. Room Charge. The fee for use of the Event Space in accordance with terms of this Agreement shall be the amount set forth on the Summary Sheet (the "Room Charge"). The Room Charge includes all basic charges for the Event Space, including the availability of IMA event personnel for scheduled deliveries and pick-ups as provided for in this Agreement and use of IMA trash receptacles for refuse disposal. Any services, equipment or personnel required for the Event in addition to those described above shall be at additional cost to the Client.

2. Payment. The Room Charge shall be due and payable, in full, upon execution by Client and delivery of this Agreement to the IMA. All other amounts payable to IMA for additional negotiated services and materials shall be paid, in full, not less than ten (10) days before the Event Date. All other amounts payable to IMA for services or materials, the total amount of which cannot be determined before the Event, shall be paid to IMA in full within ten (10) business days after the Event Date.

3. Exclusive Services.

a. All food and beverages shall be provided by separate agreement between Client and Caterer. Caterer shall be selected by Client from the IMA Approved Caterers List. Except as otherwise provided in this Agreement, Client will arrange with Caterer or IMA-approved contractor to provide furniture, equipment, linen, tents and other items needed for the Event. Food must accompany alcoholic beverages at all events.

b. Audio-visual services shall be provided by separate agreement between Client and the IMA's exclusive event production company at additional cost to Client.

c. If Client wishes to have art gallery access during the Event and the Event occurs outside of public museum hours, additional fees will be charged to Client to cover the costs of required gallery security staff.

d. Although onsite parking facilities can accommodate approximately 500 automobiles, the IMA cannot ensure that adequate parking will be available if the Event occurs during regular, public museum hours. Valet parking, shuttle service, or off-site parking may be necessary based on the size of the Event and/or other events occurring simultaneously at the IMA. If additional parking is required for the Event, the IMA Event Services Department can provide Client with vendor recommendations. Any additional parking costs will be the Client's responsibility.

e. The IMA shall not be liable to the Client or subcontractor for any charges generated by, or any deposits made to, providers of services for the Event.

4. Non-Exclusive Services.

a. Client may use any licensed florist for the Event.

b. Client may use any entertainment provider as long as entertainment otherwise complies with the terms of this Agreement.

c. Client may use supplier of choice for decorations but decorations must be approved by the IMA Event Services Department.

d. Client may use any licensed baker to provide a wedding cake.

e. Any security staff that is required by Client to be present on IMA grounds for the Event, other than IMA security staff, must be prearranged through the IMA Event Services Department no later than two (2) weeks before the Event Date.

5. Additional IMA Services. Any other services or materials desired by Client shall be provided by, or arranged through IMA Event Services Department, at additional cost to the Client, as described in the Summary Sheet. Additional services or materials may include, but are not limited to, IMA security or event personnel, tents for events that take place outdoors, exclusive coat check facilities and attendant, valet parking, offsite parking and all other services and materials not otherwise covered by this Agreement.

C. Restrictions.

1. Decorations. Client must obtain approval from IMA Event Services Department for all decorations, including placement, before the Event Date.

a. All décor and signs must be freestanding; signs on walls are not permitted.

b. No open flames inside any IMA facility are permitted. Candle use is limited to votive candles protected by a hurricane glass enclosure. No smoke effects, fog machines, explosives or pyrotechnics, of any nature, shall be permitted. Use of these items outdoors must be approved in advance by the IMA Event Services Department.

c. No confetti, glitter, artificial rose petals, birdseed, bubbles, balloons, or the like, are permitted.

d. All decorations shall be removed by Client immediately following the Event. The IMA will not be responsible for decorations left after the Event. **Violation of this provision shall result in a mandatory \$500.00 clean-up fee to be paid by Client.**

2. Deliveries. Client must provide advance notice to IMA Event Services Department regarding deliveries and pick-up schedules for items and services not contracted through IMA. The cost of special deliveries and pick-ups will be the responsibility of the Client. The IMA is not responsible for items ordered outside of the IMA Event Services Department or for ensuring the safety of said items.

3. Printed Materials/Media.

a. If Client wishes to refer to the IMA or any of its collections in any materials or communications, regardless of form, the content of these materials and communications, including invitation copy and programs, must be submitted to the IMA Event Services Department for review and approval before use. The IMA may grant or withhold approval of any materials or communications. Please allow two months prior to the Event for approvals. Materials and communications may require the following disclaimer: "The views and opinions of this organization do not necessarily reflect the views and opinions of the IMA." Any violation can result in termination of this Agreement.

b. An invitation that simply names the IMA as the location of the Event and provides directions to it as a destination requires only that a copy of the invitation be submitted to the IMA Event Services Department for Client's file prior to the Event.

4. Photography. Photographs taken at the IMA for personal use are permitted but restricted to non-gallery areas. All photographs that will be submitted for publication require the prior written approval of the IMA Event Services Department.

5. Smoking. Smoking is not permitted inside any IMA facility. Smoking is permitted outside in designated areas only. Additional outside smoking areas may be designated upon Client's request.

6. Weddings.

a. In order to hold a wedding ceremony at the IMA, rental of a reception facility is mandatory.

b. Wedding ceremonies shall not be held inside the IMA's main museum building or Lilly House. All wedding ceremonies shall require a properly sized tent at additional charge to Client.

c. Wedding receptions may be held in any IMA event space and are subject to the same guidelines as other special events.

7. Art Works and Art Galleries.

a. Works of art cannot be moved or removed for any event. Obstruction, movement, rearrangement, or disturbance of any work of art is absolutely prohibited. No object will be placed on a work of art or attached to its pedestal, base, vitrine or surrounding wall.

b. No artwork can be brought into the museum without prior approval of IMA Event Services staff.

c. The following are not permitted at any time in the art galleries: smoking, food, beverages, umbrellas, oversized handbags, backpacks, briefcases, packages larger than 11" x 15".

8. Personal Effects. All items carried into or out of the museum are subject to inspection by IMA security staff.

D. Damages.

- a. Client is liable for all damages, expenses and losses, including theft and property loss, caused by any person who attends, participates in, or provides goods and services connected with the Client's use of any IMA facility and all tangible property contained therein.
- b. Anything beyond normal wear and tear to any IMA facility, as determined by IMA staff, will be charged to Client.
- c. Additional cleaning fees will be assessed on an as-needed basis and be charged accordingly based on staff hours required for cleaning and/or repair. Circumstances surrounding any additional charges will be addressed by IMA in writing and will be included with Client's final invoice.

E. Cancellation.

1. If Client cancels the Event, IMA will not refund any portion of the Room Charge. Any other amounts paid or payable to IMA for other services or materials will be equitably apportioned, at the sole discretion of IMA, based upon costs and expenses incurred by IMA in connection with the services and materials. Client shall be solely responsible for any amounts paid or payable to any other person or entity with respect to the Event.

I. Insurance. Not less than thirty (30) days before the Event Date, Client must provide a certificate of insurance evidencing the fact that Client has comprehensive public liability insurance coverage in an amount equal to at least \$1,000,000 per occurrence for the Event. **IMA must be listed on the certificate as additional insured.** Client shall forward documentation of insurance and/or rider as soon as possible after booking the Event. Proof of personal or company liability insurance alone is not acceptable. Client must produce a specific rider and the rider must state the exact date, time, location and nature of the Event. **Each vendor, or vendor's agent, providing a service for the Event must also provide certificates of insurance.**