



NATIONAL
ARCHIVES

NATIONAL ARCHIVES *and*
RECORDS ADMINISTRATION
700 PENNSYLVANIA AVENUE, NW
WASHINGTON, DC 20408-0001
www.archives.gov

(Insert date)

(Insert Mailing address)

Email: (Insert e-mail address)

Dear: (Insert name)

National Archives, Washington DC look forward to your upcoming event, and are pleased to confirm your reservation on a definite basis.

THIS AGREEMENT is made and entered into (Insert date) by and between NARA and (Client).

The reservation date and cost proposal are provided in Attachment A of this contract. If this Agreement and the details on Attachment A meet with your approval, please provide us with a signed copy of this Agreement together with the deposit set forth below. This will confirm the booking of your event above as definite subject to the rules and regulations of the National Archives as follows:

DEPOSIT, FEES & CHARGES

Client agrees to pay a fee for use of the Premises (the "Fee") for the stated purpose on the date(s) and time (s) indicated on Attachment A. Checks for the Fee should be payable to "National Archives Trust."

The above payments are non-refundable except as otherwise expressly provided under the section entitled "Cancellation"

Client Initial _____

National Archives Initial _____

RULES & REGULATIONS:

VENDORS

Neither National Archives nor the Foundation of the National Archives endorses the use of any vendor but there is a list of approved vendors on the National Archives website. Please contact our Special Events Office for suggestions. National Archives reserves the right of final approval of entertainment and any other vendors selected for the event as well as all decorations and lighting brought into the premises. All vendors must enter from the loading dock on 7th and 9th Street Constitution Avenue.

DELIVERIES

- Load in times must be coordinated with the Special Events office at least two weeks prior to the event. All equipment, food, beverage, decorations, etc., for an event must be delivered the day of the event and removed immediately after the event. There is no storage space available for early deliveries.
- The catering supervisor or driver must check in/sign in at the National Archives security post prior to entering the loading dock.
- Within seventy-two hours prior to the event, all vendors must submit the attached Vendor Delivery/Pickup form and complete list of staff working at the event to the Special Events office.
- All vendor staff is required to enter the building through the Pennsylvania Avenue entrance with proper identification and sign in with the security officers. Security will call the Special Events office and a staff member will escort the vendor staff through the building to the event space(s). Under no circumstance will an employee be permitted to work in the building without identification. After signing in, event employees must wear a day pass pin while working in the space.
- There is no parking at the National Archives. Vendors must load-in/out equipment via the loading dock located on 7th street between Pennsylvania and Constitution Avenues.
- Vendors are required to use the freight elevators for transporting all food, equipment and materials

SET UP & TIME

Set up for events in the National Archives (Rotunda, exhibits and galleries) cannot begin before closing time and events may not be schedule to begin earlier than 5:30 p.m.* or 7:00 p.m.* Events held in the Conference Center, Archivist Reception Room or the William McGowan Theaters will have more flexibility on set up time. ALL events must end no later than 12 midnight. For time extension, additional and overtime fees will apply.

***National Archives hours from March 15- Labor Day 10:00 a.m. - 7:00 p.m.; Day after Labor Day- March 14 10:00 a.m.- 5:30 p.m.**

Client Initial _____

National Archives Initial _____

Client vendors are responsible for all preparation, materials brought into the building, and removal. Further, in no case may any vendor's equipment or supplies be left in the building after the conclusion of the event or for later pick up. Neither the National Archives nor the Foundation for the National Archives will be responsible for any lost or stolen supplies or equipment. This is the responsibility of the Client.

- **Event vendors are permitted a maximum of three (3) hours for breakdown, clean up and load out of the facility after the conclusion of the event. Vendors must have sufficient staffing for this purpose. The National Archives reserves the right to assess a fee, to the event vendor, if the load out goes beyond three (3) hours.**
- Vendors are responsible for the setup of all event-related equipment, unless provided by the National Archives.
- Tables must be carried, not rolled across the floors.
- Caterers must place and affix plastic to the floor space of any carpeted prep area before beginning work in that area.
- It is the responsibility of the event vendor and staff to break down all event equipment and remove all trash from the premises.
- Use of the National Archives building trash receptacles is not permitted. All trash and garbage must be taken from the premises by the vendor following the event. This includes all decorations, such as flowers.
- Removal of carpet stains incurred during the course of the event is the responsibility of the caterer and must be reported immediately to the Special Event staff.
- Brooms, dry mops, dustpans, and any other cleaning materials must be supplied by the event vendor.
- When setting up coat racks, floor protection must be used. Do not drop metal poles on marble floors.
- All tables and chairs must have felt or soft rubber tips to protect the floor. Felt tips should be placed prior to arrival at the National Archives Building

FOOD AND BEVERAGE

- **Under no circumstance is food and beverage allowed - served or carried - in the Rotunda or any exhibit space. Drop tables must be provided and located near these areas. Two (2) at the entrance to the Rotunda, one (1) at the entrance and exit of the Public Vaults, one (1) at the entrance of the O'Brien Gallery and one (1) in front of the Magna Carta.** The National Archives will provide staff to prevent food and drink from entering these areas.
- Cash bars are not permitted. No liquor may be openly displayed in the public areas of National Archives Building until it closes to the public. All liquor must be removed from the building premises immediately following the event.
- Catering staff shall not offer or provide food or beverages to National Archives or National Archives contract staff without prior approval from the Special Events staff.
- The National Archives reserves the right to restrict the service of red wine and red berries in certain event spaces.
- Only professional bartenders provided by the caterer are permitted to serve alcohol.

Client Initial _____

National Archives Initial _____

KITCHEN/EVENT PREP AREA (S)

- Designated kitchen/event prep areas will be determined by the Special Events staff in coordination with the Facilities Management Branch.
- The carpeted floors of a designated kitchen staging area must be covered with plastic to protect the floors.
- Vendor staff must keep any personal belongings in the designated catering prep area. The National Archives is not responsible for lost, damaged or stolen items.

LIGHTING/DÉCOR/FLOOR/SOUND/STAGING

- **All floor plans, decorations, sound, stage, lighting and other arrangements must be approved in advance by the Special Events office.**
- **No artificial lighting is permitted in the Rotunda or exhibit spaces.** Up-lighting in the Rotunda Galleries and/or exterior Portico may be requested, in advance, to the Special Events office.
- Large banners or signs on the interior or exterior of the building are prohibited.
- All equipment and decorations must be removed immediately following the event. The National Archives is not responsible for the loss or damage to any equipment left overnight in the building.
- Taping or tacking anything to walls in the National Archives Building is not permitted. **Gaff tape ONLY may be used on marble floors**
- If flowers or plants are provided for an event, they must be completely removed immediately after the event.
- Floral arrangements may not be constructed on site.
- Any additional staging must be approved in advance by the Special Events staff.
- If pipe and drape are used, their use must be approved in advance and cannot block any doorways.

FLAMES

- Locations for all food stations using sterno must be approved in advance. A Burn permit must be completed and submitted to the Special Events staff at least 3 business days before the event. All shaded areas must be complete before submitting to the Special Events Office.
- Votive candles may be used during events. Taper candles and open flames (such as a flambé and stir frying) may not be used in the National Archives Building
- No propane, butane or electric stoves may be used for warming or cooking food in the National Archives Building. Sterno may be used for moderate food warming. The Special Events staff has the right to review and approve the final menu.

ELECTRICAL REQUIREMENTS

All electrical needs must be coordinated with the Special Events staff prior to the event. Depending on the electrical needs, an Archives electrician may be required during the event. This requirement will be determined by the Special Events staff in coordination with the Facilities Management Branch

Client Initial _____

National Archives Initial _____

PARKING

The National Archives does not provide parking. The National Archives will assist you in selecting a local Valet Service.

NOTE: The District Department of Transportation (DDOT) has implemented a new law that requires the National Archives to have a permit for all valet parking. This also means that the National Archives must notify DDOT of any valet parking needs at least seventy-two hours (three business days) in advance of the event. DDOT will not honor any request after that time. In order to assure that your valet parking needs in a timely manner, please advise the Special Events Office 120 hours (five business days) in advance of event.

WALKTHROUGH

The National Archives and the Foundation of the National Archives staff shall have an open line of communication with all vendors. Our staff will conduct a walkthrough two weeks prior to the event to include representatives from the National Archives or the Foundation of the National Archives when appropriate. The Client will receive a detailed event memorandum confirming all arrangements.

GUEST LIST

Client shall make sure that the number of guests in attendance does not exceed the limit on the attached floor diagrams. A copy of the guest list, program flow, and any other pertinent information must be sent to the Special Events Office seven (7) days prior to the event.

FUNCTION SPACE

Events such as yours are an important way in which the National Archives advances its educational mission. Accordingly, we highly recommend that your guests make full use of the National Archives exhibits and galleries, and our staff is ready to assist in this. At the same time, the National Archives reserves the right to reassign functions pace provided the revised space adequately accommodates your function requirements. The National Archives will not change function space except in cases of damage to assigned space. Our staff will contact the Client directly and provide written notice within seven (7) business days if any reassignment becomes necessary. The National Archives will reserve the right to close any exhibit at any time for the safety of our visitors and staff. The National Archives does not guarantee that any specific exhibit or temporary gallery will be available during your event.

Reassignment of function space would only occur if assigned space experienced a problem that cannot be resolved before the event. We will notify Client of any changes in space for approval. We will NOT reassign space to accommodate another event.

Client Initial _____

National Archives Initial _____

NATIONAL ARCHIVES PARTICIPATION

All private events are co-hosted by the National Archives or the Foundation. The Archivist of the United States or designated representative acts as a co-host of the event and reserves the right to be listed as an additional host on the invitation.

The Archivist or designated representative will have the option to deliver official welcoming remarks during the event.

The Special Events and Scheduling staff is an integral partner in all phases of the event process. A designated event coordinator has final approval over all aspects of the event and will work with a single point of contact from the co-host organization throughout the process and duration of the event.

A number of senior NARA staff attends all special events in the National Archives. The exact number will be determined by mutual consent with the co-sponsor on a case-by-case basis. Names and titles of these individuals will be provided to the donor/organization, if requested. This represents an important element in the overall public education/outreach program of the National Archives.

SPEAKING PROGRAM

Should a guest speaker(s) be included as part of the event, the speaking program and/or topic must be approved by NARA in 6 weeks prior to the event. In order to confirm compliance with this requirement, each speaker's name and topic must be submitted in writing to the National Archives Office of Special Events at least 6 weeks in advance of the event.

LOGOS AND TRADEMARKS

1. Any use in connection with the event of the trademark or logo of donor/organization must be approved in advance in writing by the NARA. Request for all approvals of this nature are facilitated through the Archives Office of Special Events, and are subject to NARA policies on donor recognition.
2. The trademark or logo type of a donor or organization may not be placed on the invitation. However, it may be incorporated on an insert card within the printed invitation package. The design of this insert card must be cleared in advance by the NARA Office of Special Events (Exhibit 1).

Client Initial _____

National Archives Initial _____

BUILDING POLICIES

- Smoking is prohibited in all areas.
 - Flash photography is not permitted.
 - Helium balloons or fountains are not permitted in the building.
 - . No food or drink permitted in the following galleries:
 - Rotunda, the Charters of Freedom
 - Boeing Learning Center
 - Public Vaults
 - William McGowan Theater
 - Lawrence F. O'Brien Gallery
-
- ✓ No person shall carry a firearm or other dangerous weapons or explosives either openly or concealed. The only exception to this rule, are those carried by a dully sworn law enforcement officer performing official duties.
 - ✓ No alcoholic beverages will be served or consumed on the premises except under special arrangements for special events.
 - ✓ Food and beverage will be permitted in selected areas.
 - ✓ One adult chaperone is required for every ten (10) children
 - ✓ No running
 - ✓ No chewing gum permitted in the National Archives.
 - ✓ No sitting on stairs or floors, either inside the National Archives or outside portico.

NOTE: There will be no changes or exceptions to the preceding policies.

FINAL PAYMENT

A final payment is due (5) business days prior to the event on the date specified on Attachment A.

NOTE: Any additional charges incurred during the event will be paid at the end of the event via credit card or cashier's check. Costs related to florists, entertainment, valet parking and other items related to the event are the sole responsibility of the client.

Client Initial _____

National Archives Initial _____

PROMOTIONAL MATERIAL AND PRESS

The National Archives shall approve all written material pertaining to the special event and use of the National Archives logo, website and/or name. This includes press releases, save-the-dates cards, invitation copy, letter of invitation, promotional materials, brochures, programs, signage at the event, etc. Please provide the National Archives with final copies of printed materials.

Media may desire or be required to cover an event at the National Archives. The National Archives must be notified in advance of such media coverage and the name of your in-house media contact. If you require assistance from the National Archives for additional media coverage, we will have the National Archives Public Affairs Office review your request. All requests must include information about the categories of press to be invited (e.g. print, TV photographers, etc.) If such coverage is approved, Public Affairs Office will have staff present to oversee any taping or filming activity.

Note: Permanent naming rights at the National Archives with prominent and permanent display of the William McGowan Theater name, with the requirement that all programming be required to be noted orally and in writing that it is produced in the National Archives.

1. The style and text of the invitation/program/handouts must be submitted to the NARA Special Events Office and receive approval in writing prior to event/meeting.
2. The names of the National Archives, Foundation of the National Archives, the National Archives Experience are registered trademarks and may not be used in any document without prior written approval from the NARA Office of Special Events.
3. Except as otherwise permitted in writing, the National Archives does not permit or authorize the use of its name or images taken from within its holdings to be used to promote or advertise products or services of any commercial organizations, contractors, or donors to the National Archives.
4. Advertising and promotional materials may make no reference to the specific corporate brands, products, or services, or make use of advertising slogans concerning products or services. The exception is the case in which the company name and product are the same, e.g. Coca-Cola, Nike Xerox.
5. Banners, either promotional or otherwise, may not be displayed inside or outside the National Archives or the National Archives Experience.

BROADCAST/AUDIO VISUAL

The National Archives facilities include state-of-the-art technology and audio visual resources. Any audio-visual requirements for your event will be charged accordingly. If the services you need are not available in-house, our Audio Visual team will work with an outside vendor to provide for your needs, or Client may contact a vendor that you are familiar with. The National Archives audio visual staff must approved all content to be shown on the 12h x 28w video screen. Please note there are no food and beverages allowed in the William McGowan Theater and the Control Rooms.

Client Initial _____

National Archives Initial _____

SECURITY AND MAINTENANCE

National Archives security officers, to the extent deemed necessary by the National Archives will be on duty and present during an event. If National Archives, in its sole but reasonable discretion, deems additional security guards are necessary. Client will be required to pay the necessary cost. Client should notify National Archives and Foundation of the National Archives of any VIP's requiring special entry or secret service in attendance. All security sweeps must be schedule in advance.

NATIONAL ARCHIVES and/or THE FOUNDATION OF NATIONAL ARCHIVES OBLIGATIONS:

- Trained staff to direct and assist guests.
- Uniformed security personnel on site during the event.
- Special Events staff member on-site and available during the event
- Audio Visual staff member on-site and available during the event.

CANCELLATION

In the event a function is cancelled other than as a result of the National Archives' failure to perform, Client shall be responsible for and pay the National Trust Found or the Foundation for the National Archives the following percentages of the estimated charges as liquated damages and cancellation fee:

-0 to 30 business days prior to event: 100% of the estimated charges including labor charge, equipment, audio visual, other event related charges, and event support costs. *If event is cancelled 15 or more business days out, Client will not be responsible for labor, equipment nor A/V charges.

Client acknowledges that the National Archives and the Foundation of the National Archives shall incur expenses and post deposits for Client's event. Client also acknowledges that it would be impractical or extremely difficult to fix the actual damages suffered by the National Archives in the event of a cancellation of the event, and therefore the amount calculated as set forth above shall be paid to the National Archives as liquidated damages and not as a penalty or forfeiture, and that such amount is reasonable and equitable under the circumstance. In the event of cancellation by the National Archives or the Foundation of the National Archives, we will promptly notify Client of same and will refund all Fees and charges paid or on deposit with the National Archives and the Foundation of the National Archives.

Client Initial _____

National Archives Initial _____

TERMINATION

In the event that the Client does not comply in all respects with the terms and conditions of this Agreement, the National Archives and/or the Foundation of the National Archives may, upon written notice, terminate this Agreement and retain the non-refundable deposit in mitigation of damages.

AUTHORIZED REPRESENTATIVE

No party is or shall be considered to be, an agent, distributor, partner, joint venture, fiduciary or representative of the other. No party shall act or represent itself, directly or by implication, in any such capacity in respect of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

ASSIGNMENT

Neither Client or the National Archives or the Foundation of the National Archives may assign, transfer or delegate any of its rights or obligations hereunder without the prior written consent of the National Archives or the Foundation of the National Archives or Client.

ENTIRE AGREEMENT

This Agreement, including exhibits, constitutes the entire agreement between the parties with respect to the event, supersedes all other oral and written representations, understandings, or agreements relating to the event; and may be amended only by written agreement signed by the parties.

The following clauses on Governing Law, Attorney Fees, Liability, Force Majeure, and Insurance only apply to non-federal entities. They do not apply other federal agencies using NARA's space.

GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with federal law, and in the absence of applicable federal law, the laws of the District of Columbia (without giving effect to the choice of law principles thereof). Any action brought against or by the National Archives, based on or arising out of this Agreement shall be brought and maintained exclusively in federal court United States. The Client hereby expressly and irrevocably submits to the jurisdiction of such courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of the venue of any such action brought in any such court and any claim that such action has been brought in an inconvenient forum. If any provision shall not affect the other provisions, but such unenforceable provisions shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

Client Initial _____

National Archives Initial _____

ATTORNEY FEES

If either the National Archives or the Foundation of the National Archives commences or engage, or threats to commence to engage in, an action by or against the other party arising out of or in connection this Agreement or the National Archives Facilities, including but not limited to any action for recovery of any charges due and unpaid, to recover possession or for damages breach of this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney fees and other costs incurred in connection with the action and in preparation for said action.

If the National Archive or the Foundation of the National Archives becomes involved in any action, threatened or actual, by or against anyone not a party to this Agreement but arising by reason of or related to any action or omission of the Client or its representatives, employees, agents, licensees or invitees in connection with the subject event, Client agrees to pay the Foundation of the National Archives reasonable attorney fees and other costs incurred in connection with the action and in preparation for said action.

LIABILITY

The Client agrees to assume all responsibility for any injury to persons attending the event or loss to property, and agrees to assume responsibility for damage to or theft of property in the National Archives and the premises and its artistic and other contents by anyone attending said Client event, to the extent that any such occurrence is not caused by the negligence or willful misconduct of the National Archives of the Foundation of the National Archives. Client shall indemnify, hold harmless and defend National Archives and the Foundation for the National Archives against any and all claims, liability loss, damage or expenses incurred as a result of Client's use of the Premises for the event, except to the extent caused by the negligence or willful misconduct of National Archives or the Foundation for the National Archives.

The National Archives shall in no way be liable for its failure to perform or provide any services due to causes beyond its control including, without limitation, acts of God, fire, explosion, accident, strike or injunction. The National Archives and the Foundation for the National Archives will not be responsible for the loss of or damage of merchandise or articles left in the National Archives prior to, during or following the event. Any charges or damages resulting from the use of an outside vendor for the event, at Clients' request or with Client's consent (i.e. floral, entertainment, audio/visual, etc.), shall be the sole responsibility of the Client.

FORCE MAJEURE

Each party's performance shall be excused during the period of any "condition of force majeure." The term "condition of force majeure" shall mean an unforeseeable event which is beyond the control of the parties and that makes it impossible or illegal for such party to perform its obligations hereunder (i.e., such as the closure of destruction of the facility.) In no event shall any weather related condition causing transportation difficulties be considered a condition of force majeure. An event cancelled due to a condition of force majeure shall be re-schedule, if at all possible, as soon as practical once the period of any condition of force majeure has passed.

Client Initial _____

National Archives Initial _____

INSURANCE

Client agrees to provide comprehensive general liability insurance on an occurrence basis and must list the event date with the National Archives or the Foundation of the National Archives as additional insured in the amount of \$1,000,000, under such policy for the duration of the event. The certificate of insurance must be provided prior to the event. In NO case will the facility be available without this coverage.

Any caterer working within the National Archives Building must have a current insurance certificate on file with the National Archives that names the National Archives as an additional insured for use of the facilities, and meets the following insurance limits:

- a. Commercial General Liability - \$1,000,000 per occurrence, including coverage for products liability and contractual liability.
- b. Liquor Liability Coverage - \$1,000,000
- c. Automobile Liability Coverage - \$1,000,000 per accident for bodily injury and property damage
- d. Workers Compensation – statutory limits

The National Archives reserves the right to inspect and supervise all functions. Client agrees to begin its function at the schedule time and agrees to have its guests, invitees and other persons vacate the designated function space at the closing time indicated. Should the event exceed the closing time indicated herein, there will be additional fees.

If the above arrangements meet your approval, please sign and return this Agreement by **(Insert date)**

Upon signature by representatives of the equal and participation parties, the deposit from the Client and this letter of Agreement, this will constitute a firm and definite Agreement.

We look forward to discussing the staffing, logistics, audio-visual and equipment in detail, as well as any other special arrangements we may assist you with.

(Insert Agency)

National Archives

Authorized Signature and Date

Authorized Signature and Date

Remit to: National Archives
700 Pennsylvania Avenue NW Washington DC 20408-0001
Telephone: 202-357-5443
Fax: 202-357-5926
Email: _____@nara.gov

Client Initial _____

National Archives Initial _____

Attachment A

Detailed Event & Cost Proposal

Event Summary

Client Account#

(Insert Agency Name)

Day/Date	Start/End Time	Location	Function	#/Setup

Fee Payment Summary: National Archives

Event Support Fee:

Security Support Fee:

Meeting Rental Fee:

Facility and Audio Visual Support Fee:

Corp Council Fee:

FINAL PAYMENT DUE:

Please make payment to: National Archives Trust Fund

Client Initial _____

National Archives Initial _____