



Insert date

Insert Mailing Address

RE: (Client) Sample Agency/Organization- Annual Conference  
March 8, 2020  
9:00 - 4:00 PM

Dear [Insert name],

Your request for use of event space within the National Archives on **Thursday, March 8, 2020** has been approved. We look forward to making it a wonderful event for you and your guests. Below are the details of your event reservation.

This is an agreement between the National Archives and Records Administration ("NARA" or "the National Archives") and **Sample Company** ("the Client", and Client) for an event to be held at the National Archives, a facility of the National Archives and Records Administration ("NARA").

***Event Spaces Reserved for Thursday, March 8, 2018:***

***10:30 AM - 10:00 PM (Prep/Storage) Madison Conference Room***

***10:30 AM - 10:00 PM (Prep/Storage) Washington Conference Room***

***5:30 PM - 10:00 PM (Reception) Rotunda for the Charters of Freedom***

***5:30 PM - 10:00 PM (Entry/Exit) Visitor Orientation Plaza***

***5:30 PM - 10:00 PM (Tours) All Exhibits***

Key operations and event staff will be available during and prior to the event date to assist with logistical support including equipment load in and event setup.

Your event is scheduled to end by **4:00 pm**. **All guests must exit via the Constitution Avenue exit no later than 4:30 pm**. **Your vendors will have an additional 2 hours to breakdown and exit the building.**

This will confirm the booking of your event above as subject to the rules and regulations of the National Archives as follows:

## **BUILDING POLICIES**

\_\_\_ Guests acknowledge that they are attending an event at a federal facility and agree to abide by and follow NARA building policies as well as the instructions of the NARA security staff as applicable. All persons entering the building must undergo a full security screening.

\_\_\_ Guests entering via the Pennsylvania Avenue Entrance will undergo an additional security screening of hand carried items prior to exiting or accessing the museum.

\_\_\_ Smoking is prohibited in all areas.

\_\_\_ Logo usage is prohibited on the exhibits level, near museum exhibitions, and on the exterior of the building. Limited logo usage is permitted in the Constitution Avenue Lobby and is subject to review and approval by the National Archives.

\_\_\_ Amateur photography is not permitted. You must make arrangements with a professional photographer if you wish to photograph the event.

\_\_\_ No flash photography is permitted in exhibition spaces.

\_\_\_ Helium balloons and fountains are not permitted in the building.

\_\_\_ No food or drink is permitted in the following galleries and spaces:

Rotunda for the Charters of Freedom

Boeing Learning Center

Public Vaults

Client Initial \_\_\_\_\_

National Archives Initial \_\_\_\_\_

William McGowan Theater  
Lawrence F. O'Brien Gallery  
David M. Rubenstein Gallery

\_\_\_ No person shall be permitted to 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.

\_\_\_ Food and beverage will be permitted in selected areas. Red wine is not permitted for standing receptions.

\_\_\_ One adult chaperone is required for every ten (10) children

\_\_\_ No running is permitted in the National Archives.

\_\_\_ No chewing gum permitted in the National Archives.

\_\_\_ No sitting on stairs or floors.

\_\_\_ All event related print materials are subject to review and approval by the National Archives.

\_\_\_ Presentation materials (signage, videos, props, displays etc.) and program content are subject to review and approval by the National Archives.

\_\_\_ Vendors will have 2 hours after the completion of the event to breakdown and exit the building. Failure to breakdown within the allotted time may result in additional fees up to \$1,000.

## **TERMINATION**

Client Initial \_\_\_\_\_

National Archives Initial \_\_\_\_\_

In the event the Client does not comply in all respects with the terms and conditions of this Agreement, 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 nor 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 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.

**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

Client Initial \_\_\_\_\_

National Archives Initial \_\_\_\_\_

District of Columbia (without giving effect to the choice of law principles thereof).

## **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 the Client's event, to the extent that any such occurrence is not caused by the negligence or willful misconduct of the National Archives. Client shall indemnify, hold harmless and defend the National Archives against any and all claims, liability loss, damage or expenses incurred as a result of Client's use of the Premises, except to the extent caused by the negligence or willful misconduct of the National Archives.

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, including, without limitation: acts of God, fire, explosion, accident, strike or injunction, an act of war, government shutdown, or the 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-scheduled, if at all possible, as soon as is practical.

Client Initial \_\_\_\_\_

National Archives Initial \_\_\_\_\_

## **INSURANCE**

Client agrees to only utilize vendors for its event that have a current insurance certificate on file with the National Archives that names the National Archives as an additional insured, 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 related to the event. Client agrees to begin its event at the scheduled time and agrees to have its guests, invitees and other persons vacate the designated space at the closing time indicated. Should the event exceed the closing time indicated herein, additional fees may be incurred.

## **FEES AND PAYMENT SCHEDULE**

Client Account# [Insert Number]

<b>Day/Date</b>	<b>Start/End Time</b>	<b>Location</b>	<b>#/Function</b>
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Client Initial \_\_\_\_\_

National Archives Initial \_\_\_\_\_

[Insert Date]	[Insert Times]	[Insert Location]	[X]Guests
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Room Rental Fee:  
 Security Support Fee:  
 Facility and Audio Visual Support Fee:  
 Administrative Fee: (equipment rental, etc.)

**FINAL PAYMENT DUE:**

Please make payment to: National Archives Trust Fund or via IPAC

We look forward to working with you to finalize the plans for this important evening. Please initial the bottom of all pages of this agreement. Sign the final page **and return all completed documents via email (nikol.mccombs@nara.gov) by xxxxx**. If you have any further questions, I can be reached at 202-357-5164

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

\_\_\_\_\_  
 Authorized Signature Date

\_\_\_\_\_  
 Nikol McCombs Date  
 Special Events Director  
 National Archives

Client Initial \_\_\_\_\_

National Archives Initial \_\_\_\_\_