



1505 Warburton Ave Santa Clara, CA 95050

Event.: Location: TMA ~ JBH ~ Grounds

# Guests:

Date of Event: Time Frame: Setup: End:
Contact Person (s): Phone: Email:
Event Coordinator: Phone: Email:
Address:
Will food /alcohol be served? Yes/No Caterer: ABC permit #:
Rental Company: Entertainment:
City of Santa Clara Permit Required? Outdoor: Yes/No Amplified Music? Yes/No

FEE STRUCTURE

Rental Fee \$
Rentals: Chairs \$1 x Adult # Child # \$
Rectangle Tables \$7 x #
Black Rectangle Table \$5 x # \$
Cocktail Tables \$10 x #
Round Tables \$10 x # \$
Cleaning Deposit Hold - (\$ 300.00)
Credit Card # \_\_\_\_\_

Total Facility Fee: \$
50% Deposit: \$
Balance: \$

In consideration of the sum of \$ \_\_\_\_\_, payable in advance, Triton Museum of Art (TMA) hereby rents the Triton Museum of Art (TMA), Jamison Brown House (JBH) and gardens to the above identified party commencing at \_\_\_\_\_ and ending at \_\_\_\_\_.

No financial refunds will be issued to "Client" if they choose to leave premises prior to contracted time frame.

The "Client" hereby agrees to be responsible for compliance of all rules and regulations governing the use of the buildings and/or grounds. For any and all damage to the buildings, grounds, or equipment, and hereby agrees to leave the rented area in good order and repair. To indemnify and hold harmless the City of Santa Clara and TMA for any injury or damage to persons or property occurring during, or arising out of, occupancy and use of said building/grounds by the "Client" and their guests as stated in this TMA Facility Rental Contract.

The "Event Coordinator", "Catering Representative" and all "Subcontractors" also agree to comply with all rules and regulations governing the use of the buildings and/or grounds of TMA as stated in this TMA Facility Rental Contract.

\_\_\_\_\_  
(Client/Date)

\_\_\_\_\_  
Carmen Pascual (Triton Museum of Art)

\_\_\_\_\_  
(Event Coordinator/Date)

\_\_\_\_\_  
(Catering Representative/Date)



1505 Warburton Ave Santa Clara, CA 95050

## Terms and Conditions

### **Guest Capacity** \* Per Fire Marshall Code

#### **Triton Museum of Art**

- Art Exhibits are subject to change without notification.
- Art Galleries availability may vary due to exhibits
- Food Friendly Galleries:   Rotunda: Dining 150 guests   Standing: 250 guests  
  Cowell: Dining 80 guests   Standing: 125 guests
- Viewing Only Galleries:   Warburton:                           Standing: 402 guests  
  Permanent Collection:           Standing: 276 guests

#### **Jamison Brown House**

- Indoor Dining 31 guests   Standing 49 guests

#### **Setup ~**

- The TMA Staff will not assist in loading, unloading, or carrying any items.
- Client and sub-contractor(s) are responsible for all set-up and breakdown and for proper handling and storage of all equipment items.
- Client, catering company or other professional service in charge of setup, cleanup, and any food or bar service is required
- Power and extension cords must be covered with a non-skid mat or runner as not pose a safety hazard
- Doorways must not be obstructed per fire code requirements.
- No private outside exhibitions or displays permitted ~ immediate cancellation of event, without refund or credit issued to Client.
- Access for outdoor set-up will be arranged at the discretion of the TMA Facility Rental Manager in consideration of its obligation to the public.
- Unforeseen and emergency changes are under the discretion of the TMA Facility Rental Manager and a new layout is to be made as soon as possible

#### **TMA**

- Setup is not to commence more than 2 hours prior to the event’s scheduled start time or agreed upon time, pursuant to the time listed on the TMA Facility Rental Contract.
- Any changes in the final layout must be approved by the TMA Facility Rental Manager no later than 7 days before the event and is at their discretion.
- Family, friends, or other volunteers are not allowed to perform these duties, unless specifically exempted by the TMA Facility Rental Manager.
- Walls nor wood trim may not be punctured or pierced.
- All furniture, equipment, décor, props and instruments must be set-up a minimum of five feet (5’) from the walls and art.

#### **JBH**

- Walls nor wood trim may not be punctured or pierced.
- Only clear adhesive tape may be used to place items on interior and exterior walls.
- All tables, chairs, equipment, and instruments must be set-up a minimum of three inches (3”) from the walls.

**Client** \_\_\_\_\_ **Event Coordinator** \_\_\_\_\_ **Catering Representative** \_\_\_\_\_

#### **Breakdown ~**

- The TMA Staff will not assist in loading, unloading, or carrying any items.
- Clean-up (sweeping, spot mopping, entire kitchen floor, etc.) and removal of refuse and personal property is the sole responsibility of the Client and/or the their sub-contractors.



1505 Warburton Ave Santa Clara, CA 95050

- Final inspection walk-through of museum, house and grounds with TMA representative and Client and/or their sub-contractor at end of event will be made.
- If Client and/or their sub-contractor leaves without signing Final Walk Through Checklist, \$300 Cleaning Deposit may be charged to Client on their credit card on file.
- Trash/Recycles may be put in the designated museum dumpster(s), located at the museum’s loading dock area.
- If increased breakdown time is required, and approved, a prorated fee will be charged on a thirty(30) minute time frame.
- The Client and their subcontractors shall cause the premises to be vacated and cleaned immediately after the event. All items must be removed from the Museum the evening of the event, unless authorized by TMA Facility Rental Manager.
- The Museum is not responsible for any items left behind whether or not prior arrangements have been made.

Client \_\_\_\_\_ Event Coordinator \_\_\_\_\_ Catering Representative \_\_\_\_\_

**Supplies**

- All required equipment, supplies, decorations must be brought in and removed day of event.
- Only pre-authorized items may be left at Triton Museum of Art for a limited time frame in a designated area.
- Client and/or their sub-contractors are responsible for bringing tables, chairs, ladders, carts, tools, power strips, extension cords, dish soap and/or other required supplies.
- The Museum will not provide any items for Client and/or sub-contractors to use for loading/unloading, transportation of items.
- Skid resistant mat(s)/runner(s) must be placed over cords, power strips to prevent any safety hazards.

Client \_\_\_\_\_ Event Coordinator \_\_\_\_\_ Catering Representative \_\_\_\_\_

**Decorations**

- Client and/or their sub-contractors are not allowed to alter existing lighting positions.
- The Museum does not allow any uncontained, open flames such as gas burners, outdoor heaters inside museum or under the covered area.
- The use of tea light candles and sterno’s are permitted only when in approved holders as table centerpieces, food warmers and only with prior approval from the TMA Facility Rental Manager.

**TMA**

- Due to strict conditions affecting the environment of the museum and to protect the art collections and exhibitions, the Museum restricts the use of props, decorations, arrangements, spot or special effect lighting, audio/visual and sound equipment, displays, banners, ice sculptures, and other event elements without prior approval by the Museum in writing with schematic or via walkthrough with approved museum personnel, no later than 30 days prior event date.

**JBH**

- Exhibits, and other Museum property, may not be moved, except for some movable seating and displays which are to be handled by TMA Staff only.
- Walls and wood trim may not be punctured. Only twine and clear adhesive tape may be used inside or outside.

Client \_\_\_\_\_ Event Coordinator \_\_\_\_\_ Catering Representative \_\_\_\_\_

**Catering, Alcohol and Subcontractors**

- The Caterer, Event Coordinator or authorized representative must agree to participate (in person) in the walkthroughs of the venue(s) with the TMA Facility Rental Manager, Client (if applicable).



1505 Warburton Ave Santa Clara, CA 95050

- The Caterer and Event Coordinator must read, sign and return the signed contract to the TMA Facility Rental Manager.
- No food remnants may be left in museum or on the museum grounds after the event.
- A non-skid mat is to be placed in front of each bar to prevent slipping and is to be provided by the Client or their sub-contractor.
- The Museum is not responsible for a Client's or their sub-contractors' failure to comply with any health codes or alcoholic beverage control codes.
- Alcohol is not permitted to be served in the public areas prior to the Museum's authorization.
- Any items including, but not limited to, food, drink, and serving items not belonging to the users and/or their sub-contractors will not be used.
- If alcohol is sold or auctioned to guests/invitees, Client must provide a current ABC Permit.
- The TMA Representative(s) reserves the right to terminate the serving of any and all alcohol, or refuse the service to any Individual(s) if it is deemed necessary. If the TMA Administrator, or their representative, makes the decision to restrict, or does not restrict, the serving of alcohol, such action implies no responsibility on behalf of the Museum for any liability arising out of the consumption of alcohol.
- The TMA Representative(s) reserves the right to ask someone to leave if they are intoxicated and causing a problem. If they refuse to leave, local authorities will be called to handle situation at no expense or liability to the Museum.

**TMA**

- The Client may use a Non-Preferred Caterer, a \$200 fee will be included in TMA Facility Rental Contract.
- Dancing, food and beverages are allowed only in designated Galleries.

**JBH**

- The Client may use a Non-Preferred Caterer without a fee.

Client \_\_\_\_\_ Event Coordinator \_\_\_\_\_ Catering Representative \_\_\_\_\_

**Rentals**

- The TMA Staff will not assist in loading, unloading, or carrying any items.
- The Museum will accept deliveries, with prior arrangement, but is not responsible for checking in or counting items or ensuring their safety before, during, or after the event.
- All rentals will be delivered and picked up at the museum's enclosed loading dock, JBH or as pre-authorized by TMA Facility Rental Manager.
- 3<sup>rd</sup> Party deliveries will be accepted up to 2 days prior to event with TMA Facility Rental Manager's pre-authorization.
- 3<sup>rd</sup> Party pick-ups will be permitted up to 2 days post event with TMA Facility Rental Manager's pre-authorization.

Client \_\_\_\_\_ Event Coordinator \_\_\_\_\_ Catering Representative \_\_\_\_\_

**Music, Entertainment and Photographers**

- Client and/or subcontractors are to provide all required items for their performance.
- Doorways must not be obstructed per fire code requirements.
- Power and extension cords must be covered with a non-skid mat or runner as not pose a trip hazard.

**TMA**

- General Restroom only is to be used as the Green Room for dressing and prepping.
- Amplified music is only permitted in the designated Galleries as per pre-authorization by TMA Facility Rental Manager.
- Photography is only allowed in the Museum if the artwork is not the main subject or takes up the full frame of the photograph.



1505 Warburton Ave Santa Clara, CA 95050

- Due to logistical limitations, Bands larger than 5 pieces are not recommended indoors.
- Client and/or subcontractors are not permitted to use TMA audio/visual equipment without pre-authorization by TMA Facility Rental Manager.
- Speaker stands, instruments are to be placed at a safe distance from all art.

Client \_\_\_\_\_ Event Coordinator \_\_\_\_\_ Catering Representative \_\_\_\_\_

**Cancellations and Refunds**

Cancellation of the event by the Client, or the Triton Museum of Art, will be refunded as follows:

- 90 days prior to event 100% of the deposit
- 60 days prior to event 50% of the deposit
- 30 days or less prior to event No refund
- Cancellation due to Client, their guest(s) or subcontractor’s misconduct or breach of contract No refund
- No private outside art exhibitions or displays permitted ~ immediate cancellation No refund

Client \_\_\_\_\_ Event Coordinator \_\_\_\_\_ Catering Representative \_\_\_\_\_

**Outdoor Set-Up on Lawn/Grounds**

- Completion and submission of fees for a City of Santa Clara Outdoor Permit and Amplified Music is solely the responsibility of the Client or their subcontractors.
- Music must comply with City of Santa Clara sound ordinances on outdoor events
- Outdoor amplified music to end at 9:00 pm.
- No uncontained, open flame is permitted.
- Outdoor heaters are not permitted under the covered porch, near redwood trees, museum nor house.
- Inflatable/Jumpy Houses, confetti, animals, fireworks, Mylar balloons are not permitted anywhere on the grounds.

Client \_\_\_\_\_ Event Coordinator \_\_\_\_\_ Catering Representative \_\_\_\_\_

**Dissemination of Information**

- So that all rules and regulations are followed by all parties, the Client, caterers, and event coordinator(s) (if applicable) will meet with the TMA Facility Rental Manager and sign the agreement no later than 30 days before the event.
- Prior to printing and issuing, a soft copy of all invitations, ticket copy, press releases and printed materials must be reviewed by the TMA Facility Rental Manager.
- If photography, press or other media coverage of the event is desired, user must inform the TMA Facility Rental Manager.

Client \_\_\_\_\_ Event Coordinator \_\_\_\_\_ Catering Representative \_\_\_\_\_

**Liability Insurance**

- Required public liability coverage insurance in an amount equal to at least \$1,000,000.00 per occurrence shall be submitted as evidenced by a certificate of insurance. The insurance policy states “The City of Santa Clara, its Council, employees, officers and volunteers; The TMA, its Board, employees, and officers” are hereby added as additionally insured in respect to all claims and liabilities arising out of the Agreement for TMA Facility Rentals.
- Client, at their sole cost and expense, shall purchase and maintain insurance for the entire term of this agreement. No cancellation of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least 30 days prior to the policy effective date of such reduction or cancellation to TMA at the address set forth.
- Any other insurance that the City, Triton Museum of Art, and subcontractors do possess shall be considered excess and noncontributory insurance only and shall not be called upon to contribute with this insurance



1505 Warburton Ave Santa Clara, CA 95050

Client \_\_\_\_\_ Event Coordinator \_\_\_\_\_ Catering Representative \_\_\_\_\_

**Security and Liability**

- TMA Representative s) will be present during entire event to monitor art, Museum, Client, Subcontractors and event.
- The Client, their guests/attendees, and their subcontractors agree to abide by any directions given by TMA staff or representatives in the name of museum or personal safety.
- TMA Staff reserves the right to ask guests/attendees or sub-contractors to leave if they are not abiding by TMA rules or directions given by the TMA representative(s).
- Permission to use the facility is limited to those areas specified in the TMA Facility Rental Agreement, and access to all other areas of the Museum is restricted.
- The Client or their insurance company will be responsible for the cost of any damage caused by the Client or their guests to the Museum or its contents.
- Sub-contractors or their insurance company will be responsible for the cost of any damage caused by their employees to the Museum or its contents.
- The TMA is not responsible for lost, stolen, or damaged items that have been left in the Museum.
- The Client is fully responsible for the behavior of their guests/attendees and sub-contractors while on the TMA's premises.
- All guests are expected to behave in an orderly and courteous manner.
- Children shall remain supervised at all times. TMA Staff is not responsible for child supervision.

Client \_\_\_\_\_ Event Coordinator \_\_\_\_\_ Catering Representative \_\_\_\_\_

**Miscellaneous Rules**

- No Animals are permitted inside the Triton Museum of Art, unless service animals.
- Smoking is not permitted in the TMA or JBH at anytime. Outdoor spaces are available for this purpose.
- Ash trays are to be disposed of or emptied in the outside dumpster only.
- All museum facilities are in compliance with the Federal Americans with Disabilities Act.

Client \_\_\_\_\_ Event Coordinator \_\_\_\_\_ Catering Representative \_\_\_\_\_

**THE MUSEUM RESERVES THE RIGHT TO CANCEL ANY EVENT AT ANY TIME FOR FAILING TO COMPLY WITH THESE TERMS AND CONDITIONS.**



1505 Warburton Ave Santa Clara, CA 95050

### Event Final Check Out Form

In accordance with your rental contract, you have agreed to leave the rented venue is a clean, clear of your personal belongings. If the venue is left in an unacceptable manner, you will be charged \$300 as a cleaning fee, charged to your credit card on file.

Please walk through the venue with the our attendant to confirm the venue is in proper condition.

**TMA:** \_\_\_\_\_

**JBH:** \_\_\_\_\_

**GARDEN:** \_\_\_\_\_

#### **Kitchen:**

**Floor:** \_\_\_\_\_

**Sinks~Clean:** \_\_\_\_\_

**Stove/Oven:** \_\_\_\_\_

**Counters:** \_\_\_\_\_

**Trash/Bins:** \_\_\_\_\_

**Microwave:** \_\_\_\_\_

**Island:** \_\_\_\_\_

**Back Patio:** \_\_\_\_\_

**Refrigerator:** \_\_\_\_\_

#### **Galleries**

#### **JBH Rooms**

#### **Garden:**

**Cowell:** \_\_\_\_\_

**Bathroom:** \_\_\_\_\_

**Porch:** \_\_\_\_\_

**Permanent:** \_\_\_\_\_

**Blue Rm:** \_\_\_\_\_

**Grounds:** \_\_\_\_\_

**Rotunda:** \_\_\_\_\_

**Dining:** \_\_\_\_\_

**Morgan:** \_\_\_\_\_

**Warburton:** \_\_\_\_\_

**Front:** \_\_\_\_\_

**Other:** \_\_\_\_\_

**Coat Rack:** \_\_\_\_\_

**Parlor:** \_\_\_\_\_

**Dock:** \_\_\_\_\_

**Wood:** \_\_\_\_\_

**Bathroom:** \_\_\_\_\_

**Mud:** \_\_\_\_\_

#### **Rentals**

Additional TMA rentals to be charged to client: \_\_\_\_\_

All 3<sup>rd</sup> party rentals are to be left in designated area.

TMA is not responsible for any loss or damage to items left in storage area.

**Notes:** \_\_\_\_\_  
\_\_\_\_\_

TMA: \_\_\_\_\_ Client: \_\_\_\_\_