



Facility Rental Terms and Conditions for Contract #
Triton Museum of Art
1505 Warburton Ave Santa Clara, CA 95050

Contact Person (s): Phone: Email:

Address:

Event Coordinator: Phone: Email:

Date of Event: Time Frame: End:

Event: # Guests:

Location: Triton Museum of Art 1505 Warburton Ave Santa Clara, CA 95050
TMA Sculpture Garden (City of Santa Clara Outdoor Use permit required)

FEE STRUCTURE

Table with 3 columns: Item, Quantity, Total. Rows include Rental Fee, Rental Equipment & Price (Adult/Child Chairs, Round Cocktail Tables, Round Poly Folding Tables, Rectangle Poly Folding Tables, Rectangle Vinyl Folding Table, Rectangle Poly Folding Riser), Additional charges, Total Fee, 50% Deposit due at contract signing, and Balance Due.

Cleaning Retainer: \$ 300.00

Method of Payment [ ] Credit Card [ ] Check/Cashier's Check [ ] Cash

Credit Card # \_\_\_\_\_

I, \_\_\_\_\_, (Client) am renting the Triton Museum of Art and rental furniture as stated above, in conjunction with, TMA's terms and conditions which I have read and agreed to.

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

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

\_\_\_\_\_  
Carmen Pascual, TMA Facility Rental Manager (Date)

\_\_\_\_\_  
Jill Meyers TMA Site Supervisor (Date)



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Event: Date of Event: Time:
Contact Person(s): Phone: Email:
Address:

Event Coordinator: Phone: Email:

Will food/alcohol be served? Yes/No ABC#

Caterer: Phone: Email:

Entertainment: Phone: Email:

Rental Company: Phone: Email:

Subcontractor(s): Phone: Email:

Do you plan on obtaining a City of Santa Clara Permit? Outdoor :Yes/No Amplified Music? Yes/No

Terms and Conditions

Guest Capacity Per Fire Marshall Code

Triton Museum of Art (TMA)

- Food Friendly Galleries: Rotunda: Dining - 135 guests Standing - 200 guests
Cowell: Dining - 80 guests Standing/ Dancing - 125 guests
Viewing Only Galleries: Warburton: Standing - 250 guests
Permanent Collection: Standing - 125 guests
Exhibitions are subject to change

Setup

- Setup inside is not to commence before 3:30 PM or 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.
Professional catering company or other professional service in charge of setup, cleanup, and any food or bar service is required. Family, friends, or other volunteers are not allowed to perform these duties, unless specifically exempted by the TMA Facility Rental Manager.
TMA Representative(s) will not assist in loading, unloading, or carrying any items.
Client and subcontractor(s) are responsible for all setup and breakdown and for proper handling and storage of all equipment items.
Power and extension cords must be covered with a non-skid mat or runner as not pose a safety hazard.



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- The Client and/or their subcontractor(s) are not allowed to alter existing lighting positions.
- No tape, of any kind, can be used on floors, walls, windows and pillars.
- Doorways must not be obstructed per fire code requirements.
- All furniture, equipment, décor, props and instruments must be setup a minimum of five feet (5') from the walls and art.
- Props and equipment taller than 4 feet must be the height of the item plus 1 foot away from the art.
- Private, personal, or third party exhibitions/ displays are not permitted and will result in immediate cancellation of event, without refund or credit issued to Client.
- TMA Facility Rental Manager reserves the right to make changes to event layout if requirements are not met by the Client.
- Exhibits, and other TMA property, may not be moved. Viewing benches and shop displays can be moved with prior approval from the TMA Facility Rental Manager.
- The TMA does not allow any uncontained, open flames such as gas burners, outdoor heaters inside the museum or under the exterior covered area
- The use of sterno products are permitted only when in approved holders as table centerpieces or food warmers and only with prior approval from the TMA Facility Rental Manager. Tea light candles must be electric.
- Due to the strict conditions affecting the environment of the museum and to protect the art collections and exhibitions, the TMA 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 TMA in writing with schematic or via walkthrough with approved TMA personnel, no later than 30 days prior event date.

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

**Breakdown**

- The Client and/or their subcontractor(s) are responsible for following all clean up and disposal policies of the TMA. (See attached guidelines.)
- The TMA Representative(s) will not assist in loading, unloading, or carrying any items.
- An inspection walkthrough with TMA Representative(s) and Client and/or their subcontractor(s) of TMA and grounds will be conducted at the end of the event. Final inspection will be made by TMA Management within 36 hours following the Client's event but prior to the next rental or public opening.
- If the Client and their subcontractor(s) leave the premises dirty, a \$300 Cleaning Retainer will be charged to the Client's credit card on file. Additional charges may be incurred if there are any damages to the building or grounds.
- Trash/Recycles must be placed in the designated TMA dumpster(s), located at the TMA's loading dock area. (See attached guidelines.)
- The Client and their subcontractor(s) are responsible for guests to vacate the premises and clean venue(s) immediately after the event. All items must be removed from the TMA and grounds the evening of the event, unless authorized by TMA Facility Rental Manager.
- The TMA is not responsible for any item(s) left behind whether or not prior arrangements have been made.
- The Client must vacate the premises at the designated contract time. If the Client does not, a prorated fee will be charged in thirty (30) minute increments.
- 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 their subcontractor(s).

Client \_\_\_\_\_ Event Coordinator \_\_\_\_\_ Catering Representative \_\_\_\_\_ Subcontractor(s) \_\_\_\_\_



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**Supplies and Rentals**

- The TMA will not provide any items to use for loading/unloading, transportation of items.
- The TMA does not supply carts, tools, power strips, extension cords, dish soap or other required supplies.
- 3<sup>rd</sup> Party deliveries will be accepted up to 2 days prior to event with TMA Facility Rental Manager's pre-authorization.
- The TMA 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 TMA's enclosed loading dock, or as pre- authorized by TMA Facility Rental Manager.
- At the approval of the TMA Facility Rental Manager, items may be left at TMA prior to event for a limited time frame in a designated area.
- Supplies and decorations must be removed day of event.
- 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 \_\_\_\_\_ Subcontractor(s) \_\_\_\_\_

**Catering, Alcohol and Subcontractor(s)**

- No food remnants may be left in the TMA or on the TMA grounds after the event.
- Certain food or drinks may be restricted depending on the art displayed, such as red wine, dark juices, and chocolate. You will be notified no less than 30 days prior to the event what is prohibited.
- TMA property including, but not limited to, food, drink, and serving items may not be used by Client or subcontractor(s).
- The Client's caterer and subcontractor(s) or authorized representative must agree to participate (in person) in the walkthroughs of the venue(s) with the TMA Facility Rental Manager, Client, and event coordinator (if applicable).
- The TMA is not responsible for a Client's or their subcontractor(s)'s failure to comply with any health codes or alcoholic beverage control codes.
- Alcohol is not permitted to be served in the parking lot.
- If alcohol is sold to guest/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 TMA for any liability arising out of the consumption of alcohol.
- The TMA Representative(s) reserves the right to ask Client/guest 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 TMA.
- The Client may use a Non-Preferred Caterer. If using a Non-Preferred Caterer, a \$250 fee will be included in TMA Facility Rental Contract.
- 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 subcontractor(s).
- Food tables are to be set at a minimum of 5 feet (5') from walls and exhibits.

Client \_\_\_\_\_ Event Coordinator \_\_\_\_\_ Catering Representative \_\_\_\_\_ Subcontractor(s) \_\_\_\_\_

**Music, Entertainment and Photographers**

- Client and/or subcontractor(s) are to provide all required items for their performance.
- Doorways must not be obstructed per fire code requirements.
- Dancing, food and beverages are allowed only in designated galleries and outdoor areas.



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- Amplified music is only permitted in the designated galleries as per pre-authorization by the TMA Facility Rental Manager.
Flash photography prohibited if signage is posted.
Tripods are not allowed within 5 feet from art work and may only be used by professional photographer. No self-sticks allowed.
Due to indoor constraints, the size of the band may limit the size of the capacity. Client and/or subcontractor(s) are not permitted to use TMA audio/visual equipment. Speaker stands and instruments are to be placed at a 5 feet distance from all art. If taller than 4 feet, the equipment must be the height of the item plus 1 foot away from all art.
Power and extension cords must be covered with a non-skid mat or runner as not to pose a safety hazard.
A Green Room for performers is not provided. Performers may use general restrooms for dressing and prepping.

Client \_\_\_\_\_ Event Coordinator \_\_\_\_\_ Entertainment Representative \_\_\_\_\_

Outdoor Set-Up on Lawn/Grounds

- Completion and submission of fees for a City of Santa Clara Outdoor Permit and Amplified Music are solely the responsibility of the Client or their subcontractor(s). Allow for a 60 day process.
The Client must adhere to the City of Santa Clara ordinances and the TMA's outdoor music policy (See attached guidelines.)
Outdoor setup will be arranged at the discretion of the TMA Facility Rental Manager in consideration of its obligation to the public.
No uncontained, open flame is permitted outside.
Outdoor heaters are not permitted under the covered porch, near redwood trees or buildings.
The use of tea light candles is permitted only when in approved holders as table centerpieces and only with prior approval from the TMA Facility Rental Manager.
The use of string lights and/or additional lighting is permitted only with prior approval from the TMA Facility Rental Manager.
Inflatable/Jumpy Houses, confetti, farm animals, fireworks, raw rice, Mylar balloons are not permitted anywhere on the grounds.
Outdoor amplified music to end at 9:00 pm.

Client \_\_\_\_\_ Event Coordinator \_\_\_\_\_ Catering Representative \_\_\_\_\_ Subcontractor(s) \_\_\_\_\_

Cancellations and Refunds

- 90 days prior to event 100% of the deposit
31-89 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)'s misconduct or breach of contract No refund
No private outside art exhibitions or displays permitted ~ immediate cancellation No refund
No financial refunds will be issued to Client if they choose to leave premises prior to contracted time frame.

Client \_\_\_\_\_ Event Coordinator \_\_\_\_\_



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**Dissemination of Information**

- So that all terms and conditions are followed by all parties, the Client and/or their subcontractor(s) (if applicable) will meet with the TMA Facility Rental Manager and sign the agreement no later than 30 days before the event.
- Your invitation and/or marketing materials cannot include the TMA logo or infer any affiliation to the TMA unless you receive TMA authorization in writing.

Client \_\_\_\_\_ Event Coordinator \_\_\_\_\_

**Liability Insurance**

- One day event liability insurance is required 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, officers and volunteers” 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 subcontractor(s) do possess shall be considered excess and noncontributory insurance only and shall not be called upon to contribute with this insurance.

Client \_\_\_\_\_ Event Coordinator \_\_\_\_\_

**Security and Liability**

- TMA Representative(s) will be present during entire event to monitor TMA and grounds, Client, subcontractor(s) and event.
- The Client, their guests/attendees, and their subcontractor(s) agree to abide by any directions given by TMA Representative(s) in the name of TMA or personal safety.
- TMA Representative(s) reserves the right to ask guests/attendees or subcontractor(s) 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 Contract, and access to all other areas of the TMA properties is restricted.
- The Client and/or their insurance company will be responsible for the cost of any damage caused by the Client or their guests to the TMA or its contents.
- Subcontractor(s) will be responsible for the cost of any damage caused by their employees and equipment to TMA property or its contents.
- The TMA is not responsible for lost, stolen, or damaged items that have been left in the TMA and grounds.
- The Client is fully responsible for the behavior of their guests/attendees and subcontractor(s) 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 by Client and or Client’s guests.

Client \_\_\_\_\_ Event Coordinator \_\_\_\_\_ Catering Representative \_\_\_\_\_ Subcontractor(s) \_\_\_\_\_



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**Miscellaneous Rules**

- Only service animals are permitted inside the TMA.
- Smoking is not permitted inside or outside of the TMA at any time.

Client \_\_\_\_\_ Event Coordinator \_\_\_\_\_



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

The "Client" hereby agrees to be responsible for compliance of all Terms and Conditions governing the use of the museum 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 "subcontractor(s)" also agree to comply with all Terms and Conditions governing the use of the buildings and/or grounds of TMA as stated in this TMA Facility Rental Contract.

I, \_\_\_\_\_, (Client) have read and agreed to the Terms and Conditions for the rental of the Triton Museum of Art.

These Terms and Conditions will not be altered at any time. Revisions made to the rental contract will only be for the financial portion of TMA Rental Contract # \_\_\_\_\_.

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

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

\_\_\_\_\_  
(Caterer / Date)

\_\_\_\_\_  
(Entertainment Representative/ Date)

\_\_\_\_\_  
(Subcontractor(s) / Date)

\_\_\_\_\_  
Facility Rental Manager (TMA) / Date

\_\_\_\_\_  
Site Supervisor (TMA) / Date