



1505 Warburton Ave Santa Clara, CA 95050

Terms and Conditions

Guest Capacity * Per Fire Marshall Code

Triton Museum of Art

- 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

- Dining 31 guests Standing 49 guests

Setup

- 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.
- Access for set-up will be arranged at the discretion of the Museum in consideration of its obligation to the public.
- Client and sub-contractor(s) are responsible for all set-up and breakdown and for proper handling and storage of all equipment items.
- 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.
- 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.
- 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.
- No items are permitted to be leaned against the walls or art.
- The TMA Staff will not assist in loading, unloading, or carrying any items
- No Private outside exhibitions or displays permitted. **Immediate cancellation of event, Client forfeits refund.**

TMA

- All tables, chairs, equipment, instruments, and decorations must be set-up a minimum of five feet (5'), or as tall as item (ie: arch/stand/etc.) plus one (1') foot from the walls and art.
- Only the Cowell and Rotunda Galleries are available for dinner, dancing, food, concerts, conference use, subject to exhibits.
- Clients must have a professional catering company or other professional company in charge of setup, cleanup, and any food or bar service. Family, friends, or other volunteers are not allowed to perform these duties, unless specifically exempted by the TMA Facility Rental Manager.
- Art Exhibits are subject to change without notification.
- **JBH**
- All tables, chairs, equipment, instruments, and decorations must be set-up a minimum of six inches (6") from the walls.
- Only clear adhesive tape may be used to place items on interior and exterior walls.
- Walls nor wood trim may not be punctured or pierced.

Client _____ Event Coordinator _____ Catering Representative _____



1505 Warburton Ave Santa Clara, CA 95050

Breakdown

- 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.
- Client and their sub-contractors are not allowed to leave until the museum is cleaned to the satisfaction of the museum representative. If Client and/or their sub-contractor leaves without signing Final Walk Through Checklist, \$1,200 Cleaning Deposit will be charged to Client on their credit card on file
- Trash may be only put in the museum dumpster, exterior loading dock area.
- If increased breakdown time is required, and approved, a prorated fee will be charged per time.
- The TMA Staff will not assist in loading, unloading, or carrying any items
- Final inspection walk through with museum representative and Client at end of event will be made.
- Upon signature of Final Walk Through Checklist, both the TMA Representative and Client, Client will be relieved of the \$1,200.00 Cleaning Deposit.

Client _____ Event Coordinator _____ Catering Representative _____

Supplies

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

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.

TMA

- The use of **electric** tea light candles is permitted only when in approved holders as table centerpieces, and only with prior approval from the Museum.
- 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.
- 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.

Client _____ Event Coordinator _____ Catering Representative _____



1505 Warburton Ave Santa Clara, CA 95050

Catering, Alcohol and Subcontractors

- No food remnants may be left in or on the museum grounds after the event.
- The owner of the company(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).
- Failure to do so will result in the catering company not being allowed on museum premises.
- All Contractors and/or subcontractors must read, sign and return TMA Facility Rental Contract.
- Proof of the caterer’s liability and workman’s comp insurance is given to the TMA Facility Rental Manager.
- Alcohol is not permitted to be served in the public areas prior to the Museum’s authorization.
- If alcohol is sold to guest/invitees, Client must provide a current ABC Permit.
- 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
- The Museum is not responsible for a user’s or their sub-contractors’ failure to comply with any health codes or alcoholic beverage control codes.
- The Museum 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 Museum 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.
- 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.

TMA

- The Client may use a Non-Preferred Caterer, a \$200 fee will be included in the TMA Facility Rental Contract.
- Food and beverages are allowed only in the Cowell and Rotunda Galleries and outdoor areas unless approved.
- 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.

JBH

- The Client may use a Non-Preferred Caterer without a fee.
- All food tables, bars, and guest tables and chairs must be set-up a minimum of six inches (6”) from the wall.

Client _____ Event Coordinator _____ Catering Representative _____

Storage

- 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.
- The Client and their subcontractors are only permitted to store pre-authorized items by TMA Facility Rental Manager.

Client _____ Event Coordinator _____ Catering Representative _____



1505 Warburton Ave Santa Clara, CA 95050

Rentals

- 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 on the Museum’s enclosed loading dock or Jamison Brown House or as pre authorized by TMA Facility Rental Manager.
- The TMA Staff will not assist in loading, unloading, or carrying any items.

Client _____ Event Coordinator _____ Catering Representative _____

Music, Entertainment and Photographers

- Amplified music is permitted in the Cowell and Rotunda Galleries only.
- Photography is only allowed in the Museum if the artwork is not the main subject or takes up the full frame of the photograph.
- Due to logistical limitations, Bands larger than 5 pieces are not recommended indoors.
- Client and/or subcontractors are to provide all required items for their performance.
- Client and/or subcontractors are not permitted to use TMA audio/visual equipment without prior authorization.
- Speaker stands, instruments are to be placed at a safe distance from all art.
- 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.
- General Restroom only is to be used as the Green Room for dressing and prepping.

Client _____ Event Coordinator _____ Catering Representative _____

Cancellations and Refunds

- Cancellation of the event by the Client, or the Triton Museum of Art, will be refunded:
- 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 exhibitions or displays permitted No refund

Client _____ Event Coordinator _____ Catering Representative _____

Outdoor Use

- 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.
- No uncontained, open flame is permitted.
- Inflatable/Jumpy Houses, confetti, elephants, fireworks, horses, Mylar balloons **are not** permitted anywhere on the grounds.
- All caterers and sub-contractors must have a City of Santa Clara business license.

Client _____ Event Coordinator _____ Catering Representative _____



1505 Warburton Ave Santa Clara, CA 95050

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 90 days before the event.
- A final walkthrough with the Client, caterers, and event coordinator(s) (if applicable) will occur no later than 14 days before the event. At this meeting the Client will provide the Facility Rental Manager with changes.
- Prior to printing and issuing, all invitation copies, save-the-date cards, ticket copy, press releases and printed materials must be reviewed by the Triton Museum of Art.
- If photography, press or other media coverage of the event is desired, user must inform the Triton Museum of Art's curator so he/she may approve

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 evidenced by a certificate of insurance and an endorsement in form CG 2026 11/85 or equivalent, which is made part of the insurance policy and provides that "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.
- **The Insurance Certificate and Endorsement must be submitted in forms acceptable to TMA, at least thirty (30) days prior to the event; must be originals; must be signed and dated by the insurer.** This policy shall be considered primary insurance in respect to any other valid and collective insurance that the City, Triton Museum of Art, may possess, including any self-insured retention that the City, Triton Museum of Art, may have. **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.**
- Client, at his/her 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 below.
- All contractors and vendors hired by the Client to provide services on the TMA grounds must provide proof of a valid workers compensation insurance policy and also present a Certificate of Liability Coverage in an amount equal to at least \$1,000,000.00 per occurrence with the City of Santa Clara, the Triton Museum of Art listed as additionally insured.

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 museum 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.



1505 Warburton Ave Santa Clara, CA 95050

- 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.
- No one is allowed to move, touch or climb on the art exhibits or lean against the walls, art, etc.

Client _____ Event Coordinator _____ Catering Representative _____

Miscellaneous Rules

- No Animals are permitted inside the TMA nor the Jamison Brown House.
- Smoking is not permitted in the TMA or Jamison Brown House at anytime. Outdoor spaces are available for this purpose. Ash trays are to be disposed of or emptied in the outside dumpster only.
- No private outside exhibitions or displays permitted ~ immediate cancellation of event, without refund or credit issued to Client.
- 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

Triton Museum of Art Event 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 acceptable manner, you will be charged \$1,200 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.

Kitchen:

Floor Mopped: _____ **Counters Wiped:** _____ **Island Wiped/Clear:** _____

Sinks (2): scrubbed clean, free of foods/solids: _____ **All Trash In Dumpster:** _____

Stove/Oven: Wiped/Empty: _____ **Microwave: Wiped/Empty:** _____

Refrigerator/Freezer: Wiped/Empty _____ **Back Patio clear of belongings:** _____

Galleries

Warburton: Floors swept, removal of personal belongings: _____

Permanent : Floors swept, removal of personal belongings: _____

Rotunda: Floors swept, removal of personal belongings: _____

Coat Rack Area: No personal belongings/floor/coat rack: _____

Garden/Lawn

Trash picked up, removal of personal belongings: _____

Rentals

All 3rd party rentals are to be left in the gated dock area. TMA is not responsible for any loss or damage to items left in storage area. Rental company to pick up on schedule date.

Notes: _____

TMA: _____ **Client:** _____



1505 Warburton Ave Santa Clara, CA 95050

Jamison Brown House End of Event Check Out

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 acceptable manner, you will be charged \$1,200 as a cleaning fee, charged to your credit card on file.

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

Kitchen:

Floor Mopped: _____ **Counters Wiped:** _____ **Refrigerator/Freezer: Wiped/Empty:** _____

Sinks scrubbed clean, free of foods/solids: _____ **All Trash In Dumpster:** _____

Stove/Oven: Wiped/Empty: _____ **Microwave: Wiped/Empty:** _____

Mud Room clear of belongings: _____ **Kitchenette clear of belongings:** _____

Rooms

Dining Room: Floors swept, removal of personal belongings: _____

Front Room : Floors swept, removal of personal belongings: _____

Side Room: Floors swept, removal of personal belongings: _____

Upstairs Bedrooms (2): Floors swept, removal of personal belongings: _____

Bathrooms (2): Trash empty/No personal belongings/floor: _____

Porch/Garden/Lawn

Trash picked up, removal of personal belongings: _____

Rentals

All 3rd party rentals are to be left in the gated dock area. TMA is not responsible for any loss or damage to items left in storage area. Rental company to pick up on schedule date.

Notes: _____

JBH: _____ **Client:** _____