



Facility Rental Terms and Conditions for Contract #
Jamison Brown House Invoice
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: Jamison Brown House 1507 Warburton Ave Santa Clara, CA 95050
TMA Sculpture Garden (City of Santa Clara Outdoor Use permit required)
Triton Museum of Art 1505 Warburton Ave Santa Clara, CA 95050

FEE STRUCTURE

Table with 3 columns: Item, Quantity, Total. Rows include Rental Fee, Rental Equipment & Price (Adult/Child Chairs, 30"/60" Round Tables, 6' Rectangle Tables, 4' Rectangle Table, 6' Rectangle 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 Jamison Brown House and rental furniture as stated above, in conjunction with, TMA's terms and conditions which I have read and agreed to.

(Client / Date)

(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

Jamison Brown House (JBH)

- Indoor Dining 30 guests Indoor Cocktails 49 guests Upstairs 9 guests
- Client and their guests exceeding the Fire Marshall code will be asked by Triton Museum of Art (TMA) Representative(s) to exit outside to porch area.

Setup

- 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.
- The Client and/or their subcontractor(s) are not allowed to alter existing lighting positions.
- Walls and wood trim may not be punctured or pierced.
- Only clear adhesive tape and twine may be used to place items on interior and exterior walls.
- No tape, of any kind, can be used on hardwood floors and paneling.
- Doorways must not be obstructed per fire code requirements.
- All tables, chairs, equipment, and instruments must be set-up a minimum of three inches (3") from the walls.
- No private outside exhibitions or displays permitted and will result in 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.
- TMA Facility Rental Manager reserves the right to make changes to event layout if requirements are not met by the Client.

Client _____ Event Coordinator _____ Catering Representative _____ Entertainment Representative _____



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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 JBH and grounds will be conducted at the end of the event. Final inspection will be made by TMA Management within 72 hours following the Client's event but prior to the next rental.
- 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 JBH and TMA 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.

Client _____ Event Coordinator _____ Catering Representative _____

Supplies and Rentals

- The TMA does not supply step-stools, carts, tools, power strips, extension cords, dish soap or other required supplies.
- 3rd 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 JBH, 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 JBH prior to event for a limited time frame in a designated area.
- The TMA will not provide any items to use for loading/unloading, transportation of items.
- Supplies and decorations must be removed day of event.
- 3rd 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 or on the TMA grounds after the event.
- 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



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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.

Client _____ Event Coordinator _____ Catering Representative _____ Subcontractor(s) _____

Music and Entertainment

- If Client secures an amplified music permit from the City of Santa Clara, they must adhere to the City of Santa Clara ordinances and the TMA’s outdoor music policy (See attached guidelines.)
- Outdoor amplified music to end at 9:00 pm.
- Client and/or subcontractor(s) are to provide all required items for their performance.
- Doorways must not be obstructed per fire code requirements.

Client _____ Event Coordinator _____ Entertainment Representative _____

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 _____

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.
- 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.

Client _____ Event Coordinator _____ Catering Representative _____ Subcontractor(s) _____

Dissemination of Information

- So that all rules and regulations 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.



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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 JBH 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 JBH 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 JBH 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) _____

Miscellaneous Rules

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

Client _____ Event Coordinator _____

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



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The "Client" hereby agrees to be responsible for compliance of all Terms and Conditions 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 "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 Jamison Brown House and Garden.

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)

Carmen Pascual, Facility Rental Manager (TMA) / Date

Jill Meyers, Site Supervisor (TMA) / Date

Garbage Rules

- Decorations: Arbors, arches, poles and other bulky items used to decorate your party cannot be disposed of at the TMA and must be taken with you.
- Cardboard: Please breakdown all cardboard boxes before disposal.
- Recycling: Recycling goes in the blue container. Garbage in the green container. Please use the Clearstream trash collectors provided for your event for recycling.
- Prohibited items: Cement, rocks, bricks, crates, wood and other large or heavy items are not allowed to be dumped at the TMA. TMA cannot accept any hazardous waste.



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Outdoor Music Policy

The Triton Museum of Art is a community museum and as a courtesy to our neighbors we require that you direct all speakers and amplified sounds toward the museum and redwood trees and away from the parking lot. A TMA Representative can help you find the appropriate power source that will allow you to direct the music toward the museum building.

Amplified music cannot exceed 55 decibels. A TMA Representative will monitor your event and if your sound exceeds 55 decibels, a TMA Representative will ask you to turn down your music. We want your event at the Triton to be pleasurable and memorable, and we thank you for adhering to the noise limits.