



1505 Warburton Ave Santa Clara, CA 95050

**AGREEMENT**

In consideration of the sum of \$ \_\_\_\_\_, payable in advance, Triton Museum of Art hereby rents the Triton Museum of Art to the above identified party commencing at \_\_\_\_\_ and ending at \_\_\_\_\_.

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

The "User" hereby agrees to be responsible for compliance of all rules and regulations governing the use of the buildings and/or grounds of Triton Museum of Art as stated in this Triton Museum of Art Facility Application and Contract, and for any and all damage to the buildings, grounds, or equipment, and hereby agrees to leave the rented area in good order and repair.

The "Event Coordinator" (if different from the "User") also agrees to comply with all rules and regulations governing the use of the buildings and/or grounds of Triton Museum of Art as stated in this Triton Museum of Art Facility Application and Contract.

The "Catering Representative" also agrees to comply with all rules and regulations governing the use of the buildings and/or grounds of Triton Museum of Art as stated in this Triton Museum of Art Facility Application and Contract.

The "User" agrees to indemnify and hold harmless the City of Santa Clara and Triton Museum of Art for any injury or damage to persons or property occurring during, or arising out of, occupancy and use of said building/grounds by the "User" and its guests.

\_\_\_\_\_

**Terms and Conditions**

**Setup**

\_\_\_\_\_ (User(s) Initials)

\_\_\_\_\_ (Event Coordinator(s) Initials)

\_\_\_\_\_ (Catering Representative(s) Initials)

- Setup is not to commence more than 2 hours prior to the event's scheduled start time.
  - If increased setup time is required, and approved, a prorated fee will be charged per hour for additional setup time.
  - Access for set-up will be arranged at the discretion of the Museum in consideration of its obligation to the public.
  - Set-up and breakdown must be at the agreed upon time, pursuant to the time listed on the Facility Rental Application and Contract.
- User and sub-contractor(s) are responsible for all set-up and breakdown in the Museum and for proper handling and storage of all equipment items.
- Any changes in the final layout (which is due no later than 30 days before the event), must be approved by the Facility Rental Manager no later than 7 days before the event and is at their discretion.
- Emergency changes due to weather issues are under the discretion of the Facility Rental Manager and a new layout is to be made as soon as possible. Placement is under the discretion of the Facility Rental Manager or their representative.
- Doorways must not be obstructed per fire code requirements.
- All tables, chairs, equipment, instruments, and decorations must be set-up a minimum of five feet (5') from the walls. Nothing may be leaned against the walls.
- Only the Cowell and Rotunda Galleries are available for sit down and set up of food/dinner use, subject to exhibits.
- Users must have a 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 Facility Rental Manager.
- **JBH**



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- User and sub-contractor(s) are responsible for all set-up and breakdown in the Jamison Brown House and for proper handling and storage of all equipment items.
- Any changes in the final layout (which is due no later than 30 days before the event), must be approved by the Facility Rental Manager no later than 7 days before the event and is at their discretion.
- Emergency changes due to weather issues are under the discretion of the Facility Rental Manager and a new layout is to be made as soon as possible. Placement is under the discretion of the Facility Rental Manager or their representative.
- Doorways must not be obstructed per fire code requirements.
- All tables, chairs, equipment, instruments, and decorations must be set-up a minimum of one foot (1') from the walls. Nothing may be leaned against the walls.

**Breakdown**

\_\_\_\_\_ (User(s) Initials)

\_\_\_\_\_ (Event Coordinator(s) Initials)

\_\_\_\_\_ (Catering Representative(s) Initials)

- Clean-up (sweeping, mopping, and other tasks assigned by the museum representative) and removal of refuse is the sole responsibility of the user and/or the user's sub-contractors.
- Trash may be only put in the museum dumpster, loading dock area
- Breakdown should not require more than 1 hour after the event's scheduled end time. If increased strike time is required, and approved, a prorated fee will be charged per hour for additional breakdown time.
- The Museum is open six days a week therefore; all items, including rentals, must be removed the night of the event.
- There is a \$1,200.00 per day charge to the user, for equipment, decorations or items pertaining to the event that are left beyond the rental date.
- Users and their sub-contractors are not allowed to leave until the museum is cleaned to the satisfaction of the museum representative. Final inspection walk through with museum representative and user at end of event will be made.
- Users and their sub-contractors will have a checklist to have signed off by the museum representative before they are allowed to leave. **A \$1,200.00 cleaning fee will be charged to User if site is not to museum's "Clean Standard"**.

**Supplies**

\_\_\_\_\_ (User(s) Initials)

\_\_\_\_\_ (Event Coordinator(s) Initials)

\_\_\_\_\_ (Catering Representative(s) Initials)

- Users and/or their sub-contractors are responsible for bringing tables, chairs, ladders, carts, tools, power strips, extension cords, masking or painter's tape to tape down cords, trash bags, trash cans, and dish soap. All user or sub-contractor equipment must be brought in and removed that night.
- The museum will not provide any items for user to use for loading/unloading, transportation of items.

**JBH**

- Clean-up (sweeping, mopping, removing all food other tasks assigned by the museum representative) and removal of all refuse (include bathroom) is the sole responsibility of the user and/or the user's sub-contractors.
- Trash may be put in the museum dumpster.
- Breakdown should not require more than 1 hour after the event's scheduled end time. If increased strike time is required, and approved, a prorated fee will be charged per hour for additional breakdown time.
- All items, including rentals, must be removed the night of the event. There is a \$1200.00 per day charge to the user, caterer, or sub-contractor for equipment, decorations or items pertaining to the event that are left beyond the rental date.
- Users and their sub-contractors are not allowed to leave until the Jamison Brown House is cleaned to the satisfaction of the museum representative.
- Users and their sub-contractors will have a checklist to have signed off by the museum representative before they are allowed to leave.
- **Failure to clean the house to the standards of the museum representative will result in an \$1,200.00 penalty to the user.**

**Decorations**

\_\_\_\_\_ (User(s) Initials)

\_\_\_\_\_ (Event Coordinator(s) Initials)



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\_\_\_\_\_ (Catering Representative(s) Initials)

- 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 including floral displays and 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.
- Users and/or their sub-contractors are not allowed to alter existing lighting positions.
- Exhibits, and other Museum property, may not be moved, except for some movable seating and displays which are to be handled by Museum staff only.
- The Museum does not allow any uncontained, open flames such as gas burners. The use of tea light candles is permitted only when in approved holders as table centerpieces, and only with prior approval from the Museum.
- Power cords must be taped down with non-marking tape so they do not pose a trip hazard.

• **JBH**

- Due to strict conditions affecting the environment of the Jamison Brown House, the Museum restricts the use of props, decorations including floral displays and 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.
- Users and/or their sub-contractors are not allowed to alter existing lighting positions.
- Exhibits, and other Museum property, may not be moved, except for some movable seating and displays which are to be handled by Museum staff only.
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**Catering and Alcohol**

\_\_\_\_\_ (User(s) Initials)

\_\_\_\_\_ (Event Coordinator(s) Initials)

\_\_\_\_\_ (Catering Representative(s) Initials)

- The user may use a caterer not on our Preferred Caterers List, provided the following requirements are met at least 90 days before the event:
  - A \$200 fee is paid to the museum
  - Proof of the caterer's liability and workman's comp insurance is given to the Facility Rental Manager.
  - The owner of the company or authorized representative must make an appointment, meet with the Facility Rental Manager, and sign the contract.
  - The owner of the company or authorized representative must agree to participate (in person) in the walkthroughs (made by appointment only) of the venue with the Facility Rental Manager, user, and event coordinator (if applicable).
  - Failure to do so will result in the catering company not being allowed on museum premises.
- User may not prepare their own food, nor use volunteer help for preparing and serving food and/or beverages unless arrangements have been made at least 60 days in advance.

**Exempt (Signed by the Facility Rental Manager only)**

- No food remnants may be left in the museum after the event.
- Food and beverages are allowed only in the Cowell and Rotunda Galleries and outdoor areas unless approved. Food & beverage is limited in the Permanent and Warburton galleries. All food tables, bars, and guest tables and chairs must be set-up a minimum of 5' from the art.
- 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. Users will be fined \$100.00 in addition to the replacement cost of the item.
- A mat is to be placed in front of each bar to prevent slipping and is to be provided by the user or their sub-contractor.
- 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.
- Alcohol is not permitted to be served in the public areas prior to the Museum's scheduled closing times.



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- 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 Administrator of the Museum, or his/her 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.
- Museum staff reserves the right to ask someone to leave if they are intoxicated and causing a problem. If they refuse to leave, we will call the local authorities.
- **JBH**
- The user may use a caterer not on our Preferred Caterers List, provided the following requirements are met at least 90 days before the event:
  - Proof of the caterer's liability and workman's comp insurance is given to the Facility Rental Manager.
  - The owner of the company or authorized representative must make an appointment, meet with the Facility Rental Manager, and sign the contract.
  - The owner of the company or authorized representative must agree to participate (in person) in the walkthroughs (made by appointment only) of the venue with the Facility Rental Manager, user, and event coordinator (if applicable).
  - Failure to do so will result in the catering company not being allowed on museum premises.
- No food remnants may be left in the Jamison Brown house after the event.
- Food and beverages are allowed only in the house and outdoor areas. All food tables, bars, and guest tables and chairs must be set-up a minimum of 1' from the wall.
- 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. Users will be fined \$100.00 in addition to the replacement cost of the item.
- 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.
- Alcohol is not permitted to be served in the public areas prior to the Museum's authorization.

**Storage**

\_\_\_\_\_ (User(s) Initials)

\_\_\_\_\_ (Event Coordinator(s) Initials)

\_\_\_\_\_ (Catering Representative(s) Initials)

- The User 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.
- The Museum is not responsible for any items left behind whether or not prior arrangements have been made.

**JBH**

- The User and their subcontractors shall cause the premises to be vacated and cleaned immediately after the event. All items must be removed from the Jamison Brown the evening of the event, unless authorized by Museum staff.
- The Museum is not responsible for any items left behind whether or not prior arrangements have been made.

**Rentals**

\_\_\_\_\_ (User(s) Initials)

\_\_\_\_\_ (Event Coordinator(s) Initials)

\_\_\_\_\_ (Catering Representative(s) Initials)

- 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 enclosed loading dock
- The Museum staff will not assist in loading, unloading, or carrying any items

**JBH**

- 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 outside museum loading dock or Jamison Brown House. The Museum staff will not assist in loading, unloading, or carrying any items



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**Music and Entertainment**

\_\_\_\_\_ (User(s) Initials)  
\_\_\_\_\_ (Event Coordinator(s) Initials)

- Chamber (non-amplified) music is permitted in all galleries, set up 5 ft from art.
- Amplified music is permitted in the Cowell and Rotunda Galleries (in front of store area)
- Due to logistical limitations, Bands larger than 5 pieces are not recommended indoors.

**JBH**

- Amplified music is permitted in the garden only with a City of Santa Clara permit

**Cancellations and Refunds**

\_\_\_\_\_ (User(s) Initials)

Cancellation of the event by the User, 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 user misconduct or breach of contract No refund

**Outdoor Use**

\_\_\_\_\_ (User(s) Initials)  
\_\_\_\_\_ (Event Coordinator(s) Initials)  
\_\_\_\_\_ N/A (Facility Rental Manager Initials)

- Completion and submission of fees for a City of Santa Clara Outdoor Permit and Amplified Music is solely the responsibility of the user or their subcontractors.
- Music must comply with City of Santa Clara sound ordinances on outdoor events.
- No Jumpy Houses are permitted anywhere on grounds
- No uncontained, open flame is permitted.
- Inflatable's **are not** permitted anywhere on the grounds.

**Dissemination of Information**

\_\_\_\_\_ (User(s) Initials)

- So that all rules and regulations are followed by all parties, the user(s), caterers, and event coordinator(s) (if applicable) will meet with the Facility Rental Manager and sign the agreement no later than 90 days before the event.
- A final walkthrough with the user(s), caterers, and event coordinator(s) (if applicable) will occur no later than 14 days before the event. At this meeting the user will provide the Facility Rental Manager with changes.

**Liability Insurance**

\_\_\_\_\_ (User(s) Initials)

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 Triton Museum of Art, 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 Facility Rentals. **The Insurance Certificate and Endorsement must be submitted in forms acceptable to the Triton, 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.** User, 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 Triton Museum of Art at the address set forth below. All contractors and vendors hired by the User to provide services on the Triton Museum of Art 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.



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**Security and Liability**

\_\_\_\_\_ (User(s) Initials)

\_\_\_\_\_ (Event Coordinator(s) Initials)

\_\_\_\_\_ (Catering Representative(s) Initials)

- **The users, 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.**
- **Museum staff reserves the right to ask guests/attendees or sub-contractors to leave if they are not abiding by museum rules or directions given by the museum representative.**
- Permission to use the facility is limited to those areas specified in the Rental Agreement, and access to all other areas of the Museum is restricted.
- The User or their insurance company will be responsible for the cost of any damage caused by the user 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 Museum is not responsible for lost, stolen, or damaged items that have been left in the Museum.
- The User is fully responsible for the behavior of their guests/attendees and sub-contractors while on the Museum's premises. All guests are expected to behave in an orderly and courteous manner.
- Children shall remain supervised at all times. Museum 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.

**Miscellaneous Rules**

\_\_\_\_\_ (User(s) Initials)

\_\_\_\_\_ (Event Coordinator(s) Initials)

\_\_\_\_\_ (Catering Representative(s) Initials)

- All caterers and sub-contractors must have a City of Santa Clara business license.
- Dancing is permitted in the Cowell and Rotunda Galleries only.
- Smoking is not permitted in the Museum or Jamison Brown House at anytime. Smoking is not permitted within 20 feet of the building. Outdoor spaces are available for this purpose. Ash trays are to be disposed of or emptied in the outside dumpster only.
- 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.
- Photography is only allowed in the Museum if the artwork is not the main subject or takes up the full frame of the photograph.
- 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.
- Art Exhibits are subject to change without notification.

**Americans with Disabilities Act Compliance**

- All museum facilities are in compliance with the Federal Americans with Disabilities Act.

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