



**BENICIA HISTORICAL MUSEUM**  
**STONE HALL & SPENGER GARDEN RENTAL AGREEMENT**  
 2060 CAMEL ROAD, BENICIA, CA 94510  
 Ph. (707) 745-5435 ♦ info@beniciahistoricalmuseum.org

**RENTAL AREAS:**

Captain Charles P. Stone Hall, located on the first floor of Building 9.  
 Spenger Memorial Garden, located behind Building 9

**RENTAL DETAILS:**

Type of Activity _____	Event Date _____
Facility to be rented: Stone Hall <input type="checkbox"/> Spenger Garden & Stone Hall <input type="checkbox"/>	
Set-up Time: _____	Open Time: _____ Close Time: _____
Estimated Number of Persons: _____	Percentage of minors: _____
Name of Renter (or Organization): _____	Non-Profit #: _____
Street Address: _____	City: _____ Zip: _____
Contact Phone: _____	Alternative phone: _____
E-mail: _____	
Contract signatory/walk-through contact at beginning and after event: _____	

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| • Will there be decorations (preparation time?) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Will alcoholic beverages be served?           | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Will admission tickets be sold?               | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Will alcoholic beverages or food be sold?     | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Will you hire security services?              | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

A "yes" answer to any of the above questions may require further information.

**FACILITY RENTAL FEES:**

- Stone Hall only rental fee: \$150.00 per hour – Minimum 6 hours.
- Spenger Garden plus Stone Hall rental fee: \$200.00 per hour – Minimum 6 hours. *Because of Health and facility security concerns, it is not possible to only rent the Garden without the rental of the Hall, therefore, all Garden rentals include rental of the Hall.*
- Weekday, day before, set-up time (during regular Office and/or Museum hours — 9am–2pm) is generally available upon request, hours to be determined. The first hour will be free and additional time will be charged at \$100.00 per hour. Set-up time on Saturdays, Sundays, and non-office hours will be charged at \$150.00 per hour. Overtime, above pre-scheduled hours, will be charged at \$300 per hour, in full one-hour increments.
- A discount of 15% off the total rental fee is available to active museum members who have been members for more than one year. Discount must be requested at time of contract signing.

**NOTE:** Please be aware that our terms and conditions may have changed since you last reviewed the rental section of our BHM website, spoke to a member of staff, or visited our facility. We cannot honor past price quotes and/or terms and conditions, etc. unless they are a part of a previously executed rental document contract that is still active.

**Renter initials** \_\_\_\_\_



### CLEANING FEE AND DAMAGE DEPOSIT:

- Cleaning Fee for Stone Hall is \$150.00, or \$200.00 for both the Hall and Spenger Garden. This is in addition to the facility rental fees and is non-refundable. Cleaning Fee includes Museum take down of indoor tables and chairs — renters are responsible for take down and put away of outdoor tables and chairs.
- Damage Deposit for Stone Hall is \$900.00, or \$1,200.00 for both the Hall and Spenger Garden. Damage Deposit is separate from the facility rental payment, and may be returned in total or in part depending on the condition of the building, garden, and grounds upon rental completion and report from the Museum representative/cleaning firm.
- Note: renters who provide photos of their set-up/event to the Museum for publicity purposes will be issued a \$25.00 discount/payment rebate.

Renter initials \_\_\_\_\_

### PAYMENTS:

- First payment: Damage Deposit and 50% of Facility Rental Fee are due at time of application/reservation. Partial payment, consisting of Damage Deposit portion only, may be used to reserve a date for 3 business days, or for a time as otherwise agreed to at the discretion of the Museum. Deposit will be refunded if the contract is cancelled within 3 business days of contract signing. If cancelled after 3 business days, deposit will not be refunded.
- Second payment: balance of Facility Rental fee, Optional Items/Services Fee, and Cleaning Fee are due 30 business days prior to rental date.
- If application is dated less than 30 business days prior to rental date, payment is due in full at time of application.

Renter initials \_\_\_\_\_

### CANCELLATIONS:

- All cancellations should be submitted in writing to the museum.
- Payments will be refunded if a rental is cancelled within 3 business days of contract signing. If contract is cancelled after 3 business days, no refunds will be given.

Renter initials \_\_\_\_\_

### INCIDENTALS/ADDITIONAL OR OVERTIME RENTAL HOURS:

If additional rental hours for either day-before set-up or your event are required, please notify the museum as soon as possible. An amendment will be made to this agreement, and additional charges invoiced at regular hourly rates. The Museum realizes unforeseen circumstances may result in additional rental time on the day of your event; however if **your scheduled hours of set-up time and/or facility use exceed the contracted time for any reason, charges for those additional hours will be incurred at the rate of \$300 per hour, in one-hour increments.** Day of event overtime is due and payable the on the first working day following the event; if payment is not made, overtime charges will be deducted from the damage deposit.

Renter initials \_\_\_\_\_

### DAMAGE DEPOSIT REFUND:

The Damage Deposit will be returned within 1-3 weeks following your facility use. Any cost for extra cleaning of the facilities and furnishings, both inside and outside, or damages to floors, walls, furnishings, plants, the fountain, irrigation system, barrels, landscaping, etc. will result in a deduction from or forfeit of your deposit. Any damages not covered by your deposit are due and payable the on the first working day following the event. **If ANY stones/coins are found in the fountain after the event, NO deposit refund will be given.**

Renter initials \_\_\_\_\_

### RENTER RESPONSIBILITIES:

1. Renter needs to be 21 years or older and present at least one form of photo ID. # \_\_\_\_\_
2. Renter is responsible for all damage or injuries to any person(s) or property resulting from the use of the museum facilities.
3. **A general liability endorsement naming the Benicia Historical Museum as additional insured in the amount of \$1,000,000 is required by the City/Museum. Renter is responsible for ensuring any outside catering/food trucks/services also have adequate insurance coverage.** Information regarding insurance companies can be obtained from the museum.
4. Renter is responsible for the facility and is expected to prevent event abuse and to enforce facility rules and regulations. In the unlikely event that an activity poses a threat to the safety of the participants or the facility, a Museum Representative has the right to stop the serving of alcoholic beverages and/or clear the facility and end the event.



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5. Renter is responsible for ensure that time requested includes all time needed for set up of tables and chairs, put up and take down of decorations, arrival and set up of catering service and/or entertainment, and clean-up. Day-before set-up time is usually available, providing it takes place during regular office hours (Tuesday – Friday 9:00 AM – 2:00 PM) and does not conflict with other Museum activities. The first hour of set-up time is free, with additional hours at \$100.00. Set-up time outside of regular office hours is \$150.00 per hour. Take down by the Museum of indoor tables and chairs is included in the rental charges, however garden chairs must be put away by the renter within the rental time.
6. Please do not assume the Museum can open and close the facility to let in caterers, etc. outside the scheduled set-up times, as this requires scheduling additional paid staff.
7. Please note: the Garden needs to be set up the same day of your event since tables and chairs, etc. cannot be left out overnight.
8. Renter is responsible for all vehicles parked in the parking lot. No cars can be left in the lower parking lot after the event. The gate will be locked upon completion of the event.
9. Renter is responsible for designating a person to meet with the Museum Representative for a walk through inspection prior to the commencement of rental and at the conclusion of rental. Please be advised that the contracted cleaning company provides us with a condition report, which may also negatively affect rental deposit refund.
10. **Minors attending events or on the premises during set-up must be supervised by an adult at all times.**

**Renter initials** \_\_\_\_\_

### SECURITY:

It is possible that rentals will be reviewed by the Benicia Police Department. The Police Department may require you to furnish professional security for your event, and this additional expense will be your responsibility. The Museum will have final approval regarding the professional security service used. A copy of the contract with the security company must be provided the Museum no less than 14 days prior to the event.

**Renter initials** \_\_\_\_\_

### ALCOHOLIC BEVERAGES:

If alcoholic beverages are to be sold at the event, you must obtain a permit letter from the museum and a license from the Department of Alcoholic Beverage Control, 1515 Clay Street, Oakland, 94512. Phone 510-622-4970. Licenses are issued 30 days in advance. You must present the license when you check in on the day of the event.

**Renter initials** \_\_\_\_\_

### FIRE SAFETY/SMOKING/OUTDOOR FOOD PREPARATION:

The Benicia Historical Museum is currently unable to authorize **ANY** cooking or grilling over open flame or wood-burning ovens in the outside Museum areas. Caterers/Food Trucks may use outside cooking facilities provided they are fully insured and covered under the renters event insurance, set up farther than 20ft from any building or vegetation, and follow best practices. There is **NO** smoking in the Museum buildings; there are two designated standing concrete and stone cigarette/ash receptacles located outside, one on the side near the garden entry and one on the front wall of building # 9, Stone Hall. **Those wishing to smoke must do so near the receptacles, disposing of put-out cigarettes in the receptacles.** It is also necessary to advise our renters/attendees not to smoke outside at all when it is windy as a stray spark can be caught and carried, starting a fire in the surrounding vegetation. Our Museum representative on duty has the authority to enforce the rules and will call the police and/or fire department if these rules are not followed. If cigarette remains are found outside of the designated receptacles after an event, the **BHM reserves the right to withhold \$100.00 from the renter's deposit for every cigarette butt found by our Museum representative and/or cleaning crew.** We appreciate your understanding of these strict but necessary precautions.

**Renter initials** \_\_\_\_\_

### DECORATIONS:

- All decorations must be flame retardant. Use of glue, nails, tacks or staples is strictly forbidden. You may use 3M *Command* brand hooks and strips **only**, other brands damage the paint surface. 3M *Command* hooks and strips are available for purchase (\$1 each) in the Museum office if needed. No tape of any kind may be used on the floors or walls. Absolutely no taper candles – you may use floating or votive candles only.
- Use of any type of glitter, confetti, rice or birdseed, or artificial flower petals are strictly prohibited on the premises.

**Renter initials** \_\_\_\_\_

### OTHER SPECIFICS:

- Tables and chairs may not be removed from any building unless approved in writing by the museum.
- The renter may not store items in any area of the Camel Barn Complex either before or after the event unless approved in writing by the museum.
- Be aware that the Museum is open to the public Wednesday through Sunday, from 1pm to 4pm, and Museum patrons have access to the restrooms in Stone Hall. **Please keep the area in the Hall entryway clear at all times, and do not block the hallway entrance to the restrooms or the gate and stairway to the Museum during Museum hours.**
- Tickets may not be sold as an admission charge unless approved in writing by the museum.
- Smoking is not permitted anywhere within the Museum complex, except in designated areas.



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- Gambling in any form will not be permitted unless the applicant has received prior approval from the Museum and the Benicia Police Department.
- The kitchen is available for food storage, catering, and services only – no cooking is allowed.
- **No food, chafing dish fuel, live flowers with water, wax, or candles may be left out overnight.** This is to prevent pests from entering the facility.
- Facility rental cannot be transferred, assigned, or sublet.
- Animals are not permitted in the building (with the exception of service dogs).
- Parking availability is not guaranteed and on any occasion may be limited.
- Unless the Garden is part of the rental, attendees may not use the grounds/garden area except for entrance, egress, parking, and trash removal. Renters found using the Garden without prior rental will be subject to additional fees.
- Minors (guests under 18 years of age) on the premises must be under the direct supervision/control of an adult 18 years of age or older **at all times** and in all areas, especially the garden. Our Caretaker is not a babysitter – unsupervised minors are **not allowed** outdoors. Allowing unsupervised minors outdoors will result in an additional charge of **\$100 per hour. No exceptions. Please Note:** Children seem to be particularly inclined to throw rocks into the fountain. This can cause extensive damage to the water pump and may result in complete forfeiture of Damage Deposit.
- Amplified music must end a minimum of ½ hour prior to the end of your scheduled facility use unless approved in writing by the museum.
- Contract may be terminated or voided by the museum if the information provided on the application is inaccurate and/or incorrect.
- After the event, the renter is responsible for:
  1. The removal of all decorations and all other items brought onto the premises.
  2. The removal of all food items and beverages, emptying of all trash containers from the buildings, garden and parking area and the placement of all trash and recyclable items in the appropriate dumpsters.
  3. The complete removal and storage of garden chairs and/or tables, if used.

**Renter initials** \_\_\_\_\_

**HOLD HARMLESS:**

The renter hereby agrees to save, secure, and hold harmless the Benicia Historical Museum, its officers and employees against claims of action, liability, judgments, costs and expenses, including attorney fees. The Museum is not responsible for loss, damage, or theft of personal property brought to the Museum by anyone connected with rental.

The undersigned certifies that he/she accepts responsibility on behalf of the participants for any damage or theft sustained by the Museum because of the occupancy of said premises. Renters are reminded that they are responsible for supervising minors attending events.

**Renter initials** \_\_\_\_\_

<b>PAYMENTS DUE:</b>		<b>Due date</b>	<b>Amount</b>	<b>Date received</b>	<b>Reference #</b>	<b>Processed by:</b>
First payment						
Second payment						
<b>REFUNDS ISSUED:</b>			<b>Date refunded</b>	<b>Amount refunded</b>	<b>Processed by:</b>	
Cancellation within 3 business days of application						
Damage deposit refund (after event)						

I have read and agree with the above terms and conditions of the entire contract.

Signature of Renter \_\_\_\_\_ Date \_\_\_\_\_

Museum Representative \_\_\_\_\_ Date \_\_\_\_\_



**STONE HALL AND SPENGER GARDEN INFORMATION AND RENTAL OPTIONS:**

Stone Hall services 152 seated guests and 300 for activities that don't require formal seating  
 Spenger Memorial Garden services 100 seated guests and 150 for activities that don't require formal seating

**AVAILABLE EQUIPMENT:**

Included in your rental fee:

- Catering kitchen (serves as an area to warm up or keep already cooked food warm)
- Trash Cans and bags
- Brooms, dustpans, mops, bucket
- Low rise platform/stage

The Museum representative will show you where these items are located.

Available tables and chairs for rent:

- 7 5 ft diameter round tables – Seats 8 - 10
- 18 4 ft diameter round tables – Seats 6
- 3 8 ft long rectangular tables – Seats 8 - 10
- 4 6 ft long rectangular tables – Seats 6 - 8
- 2 4 ft long rectangular tables – Seats 4 - 6
- 183 Padded stackable chairs
- 94 Plastic folding chairs for the garden

On the day of your rental, the Museum representative will unlock the garden shed where outdoor chairs are stored.

<b>FACILITY RENTAL FEE:</b>	<b># of hours</b>	<b>Price per hour</b>	<b>Cost</b>
Hours of rental of Charles P. Stone Hall <b>OR</b>		\$150.00	\$
Hours of rental of both Stone Hall & Spenger Garden		\$200.00	\$
<b>Sub Total, Facility Rental</b>			\$
<b>OPTIONAL ITEMS RENTAL AND SERVICES FEES:</b>			<b>Cost</b>
Day before rental set up			\$
Tables and chairs		\$150.00	\$
30-cup coffee urns (3)		\$10.00 each	\$
Cleaning fee – Stone Hall <b>OR</b>		\$150.00	\$
Cleaning fee – Stone Hall & Spenger Garden		\$200.00	\$
Other			
<b>Sub Total, Optional Items and Services</b>			\$
<b>Total Rental Costs</b>			<b>\$</b>
Damage Deposit (all or a portion of which may be refunded)			\$
Amount Due First Payment (Damage Deposit + 50% Facility Rental)			\$
Amount Due Second Payment (50% Facility Rental + Optional Items and Services)			\$

**NOTES:**

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**The Museum reserves the right to change, adjust, or delete any rules or regulations in this contract from time-to-time as deemed necessary. The Museum reserves the right to close down any event which poses a threat to the safety of participants or the facility or violates any of the conditions as stated in the contract.**

**Renter initials** \_\_\_\_\_



## STONE HALL AND SPENGER GARDEN SET-UP AND CLEAN UP GUIDELINES

### BEFORE THE EVENT

- To set tables and chairs, please use the table and chair “trucks”.
- Stone hall chair truck only carries up to 9 chairs at a time
- Small round table trucks carry up to 8 tables
- Chairs and tables cannot be dragged in Stone Hall.
- Do not drag stage platform pieces.
- Any food brought in prior to the event must be stored in the refrigerator. Wax candles and grease based chafing dish warmers cannot be left out overnight.
- Spenger garden chair truck can carry up to 10 chairs held by two people
- Set-up time and access to garden chairs etc. must be scheduled in advance and noted in contract.

### AFTER THE EVENT

- Chairs, tables and decorations from Spenger garden must be picked up and put away by close of event. Put-away of Hall tables and chairs is done by the Museum.
- Remove all decorations and all other items brought into the hall and/or garden.
- Dispose of any food inside the Hall to prevent pests from entering the facility.
- Pick up all trash and take it to the dumpsters at the far end of the parking lot. Re-bag trash and recycling receptacles, including the ones in the bathroom, with new bags.
- **Please keep in mind that your close time is when the Museum representative will be locking the gate. All personal property should be removed from the premises, and all cars from the parking lot. You will be charged for extra time spent in the Hall/Garden after your close time.**

**Note: The Museum has the right to refuse rental. The Museum representative will be available to answer questions and guide you as necessary.**

Signature of responsible party \_\_\_\_\_ Date \_\_\_\_\_

**How did you hear about us?** Personal contact, online, magazine or other publication, etc.:

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**Your input is greatly appreciated!**  
The Museum will refund renters \$25 upon completion of rental if you submit photos of your event set-up for possible use on our website and other advertising purposes.