



**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  Spenger Garden & Stone Hall

Set-up Time: \_\_\_\_\_ Event Start: \_\_\_\_\_ Close Time: \_\_\_\_\_

Estimated Number of Persons: \_\_\_\_\_

Name of Renter (or Organization): \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Alternative phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Walk-through contact at beginning and after event: \_\_\_\_\_

*Note: You may wish to designate another event contact so as not to disturb the bride, groom, guest of honor, etc.*

- Will there be decorations, entailing preparation time?  Yes  No
- Will alcoholic beverages be served?  Yes  No
- Will admission tickets be sold?  Yes  No
- Will alcoholic beverages or food be sold?  Yes  No

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

**FACILITY RENTAL FEES:**

- **Stone Hall** (only) day-of-event rental fee: **\$150.00** per hour – Minimum 4 hours.
- **Spenger Garden** (plus Stone Hall) day-of-event rental fee: **\$200.00** per hour – Minimum 4 hours. *Note: Because of Health and facility security concerns, it is not possible to rent only the Garden without rental of the Hall, therefore, all Garden rentals include rental of the Hall.*
- Weekday, pre-event, set-up time for the Hall during regular Office and/or Museum hours (Tuesday through Friday, 9am–4pm) is generally available upon request, hours to be determined. The first hour is free and additional time will be charged at \$150.00 per hour. *Please note that set-up in the Garden can only be done on the day of the event.*
- A discount of 15% off the total rental fee is available to all museum members. 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 is \$250.00. This is in addition to the facility rental fees and is non-refundable. Cleaning Fee includes post-event sweeping, mopping, cleaning of kitchen and restrooms, and Museum take down of *indoor* tables and chairs — renters are responsible for take down and put away of *outdoor* tables and chairs on the rental day.
- Damage Deposit is \$400.00. This Deposit is separate from the facility rental payment, and will 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.
- 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.
  - Renters who overstay their scheduled close time will automatically have an additional hour withheld from their deposit.
  - **If ANY stones/coins are found in the fountain after the event, NO deposit refund will be given as they cause irreparable damage to the fountain pump.**

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

### **PAYMENTS:**

- To secure the Rental and reserve a date: \$400.00 Damage Deposit is due at time of contract submission. Deposit will be refunded if the contract is cancelled within two (2) weeks of contract signing. If cancelled after two weeks, deposit will not be refunded.
- First payment: 50% of Facility Rental Fee is due no later than one (1) month from date of contract.
- Second payment: Balance of Facility Rental fee and Optional Items/Services Fees are due two months prior to rental date.
- If contract is dated less than two months prior to rental date, payment is due in full at time of application.

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

### **CANCELLATIONS:**

- All cancellations should be submitted to the Museum via letter or email.
- Payments will be refunded if a rental is cancelled within two (2) weeks of contract signing. If contract is cancelled after two weeks, no refunds are guaranteed.

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

### **ADDITIONAL RENTAL HOURS:**

If additional rental hours for either pre-event set-up or your event are required, including the arrival of renter's vendors (catering, flowers, DJ, tables and chairs, etc.), please notify the museum as soon as possible. **The Museum cannot accept deliveries outside contracted hours.** An amendment will be made to this agreement, and any additional charges invoiced at regular hourly rates. The Museum realizes unforeseen circumstances may result in additional rental time on the day of your event.

*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.



### **RENTER RESPONSIBILITIES (continued):**

3. **The Museum's insurance company requires Renter provide a general liability endorsement in the amount of \$1,000,000 naming the Benicia Historical Museum as additional insured. Renter is responsible for ensuring any outside catering/food trucks/services also have adequate insurance coverage.** Information regarding event insurance providers can be obtained from the museum.
4. Renter is responsible for all vehicles parked in the parking lot. No cars may be left in the lower parking lot after your rental as the gate will be locked upon completion of the event.
5. 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 facilities personnel provide us with a condition report after cleaning, which may also negatively affect rental deposit refund.
6. **Minors attending events or on the premises during set-up must be supervised by an adult at all times.** If the Rental Caretaker reports minors in the Garden without adult supervision, the deposit will not be returned; renter may also be charged additional rental fees if the Garden is not part of the original rental.

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

### **ALCOHOLIC BEVERAGES:**

Alcohol may be served at your private event to guests who are of legal drinking age. If alcoholic beverages are to be sold at the event, you must advise the Museum and obtain 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; no license means cancellation of alcohol service or entire event, with no deposit refund applied.

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

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

Due to fire concerns, 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 20 feet from any building or vegetation, and follow best practices for commercial food preparation. Due to fire concerns and the nature of the Museum complex and surrounding vegetation, there is **NO SMOKING** in the Museum buildings or anywhere on the Museum grounds, including the parking lots and the Garden. Our Museum representative on duty has the authority to enforce these rules and will call the police and/or fire department to enforce these rules if necessary. **Should Renter or any member of Renter's party be found to have smoked on Museum grounds, Renter's ENTIRE Damage Deposit will be forfeit.** We appreciate your understanding of these strict but necessary precautions and apologize for any inconvenience.

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

### **DECORATIONS:**

- All decorations must be flame retardant. Use of glue, nails, tacks or staples on walls or windows is strictly forbidden. You may use 3M *Command* brand hooks and strips **only** on walls (other brands can 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 – floating or votive candles only.
- Use of any type of glitter, confetti, rice, birdseed, or artificial flower petals are strictly prohibited in the garden.

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



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**OTHER SPECIFICS:**

- Tables and chairs may not be removed from any building unless approved by the museum.
- The renter may not store items in any area of the Museum Hall for Garden either before or after the event unless contractually agreed and noted.
- 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 during set-up and event, and do not block the hallway entrance to the restrooms or the gate and stairway to the Museum during Museum hours.**
- The catering kitchen is available for food storage, plating, and service. The oven may be used to warm food ONLY; cooking is prohibited as there is no venting or exhaust fan available/allowed in this historic building.
- **No food, chafing dish fuel, live flowers, wax, candles, or beverages not in sealed containers should be left out overnight pre-event.** Ants and other pests are attracted to these items.
- Facility rental cannot be transferred, assigned, or sublet.
- 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 proper 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* \_\_\_\_\_

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

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

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

<p><b>How did you hear about us?</b> Personal contact, online, magazine or other publication, etc.:</p> <p>_____</p> <p>_____</p> <p>_____</p>
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## **STONE HALL AND SPENGER GARDEN INFORMATION AND RENTAL OPTIONS:**

Stone Hall services 150 seated guests and up to 300 for activities that do not require formal seating  
Spenger Memorial Garden services up to 150 guests

### **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

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

### **Tables and Chairs available 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.

## **STONE HALL AND SPENGER GARDEN SET-UP AND TAKE-DOWN INFORMATION**

### **Before The Event**

- To set the Museum's 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
- Spenger garden chair truck can carry up to 10 chairs, held by two people
- To avoid scratching the Stone Hall floor, please carry all other items and outside rental chairs and tables – do not drag.

### **After the event**

- Pick up all trash and recycling and take it to the dumpsters at the far end of the parking lot. Recyclables (bottles, cans, and paper, all un-bagged) go in the small dumpster, and landfill in the large dumpster.
- **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.**



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<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 <i>OR</i>		\$150.00	\$
Hours of rental of both Stone Hall & Spenger Garden		\$200.00	\$
<b>Sub Total, Facility Rental</b>			\$
<b>RENTAL AND SERVICES FEES &amp; OPTIONAL ITEMS:</b>			<b>Cost</b>
Pre-event set up (during office/Museum hours)		\$150.00	\$
Cleaning fee		\$250.00	\$
Tables and chairs?		\$150.00	\$
Other			
<b>Sub Total, Optional Items and Services</b>			\$
<b>Total Rental Costs</b>			\$
<b>Damage Deposit</b> (all or a portion of which may be refunded)			\$
<b>Amount Due First Payment</b> (50% Facility Rental)			\$
<b>Amount Due Second Payment</b> (50% Facility Rental + Optional Items and Services)			\$

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

**NOTES:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**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 \_\_\_\_\_

*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* \_\_\_\_\_