



**RENTAL AREAS:**

**Captain Charles P. Stone Hall**, first floor of Building 9 and **Spenger Memorial Garden**, behind Building 9;  
**Museum Gallery**, top floor of Building 9

**RENTAL DETAILS:**

Type of Activity \_\_\_\_\_ Event Date \_\_\_\_\_

Set-up Time: \_\_\_\_\_ Close Time: \_\_\_\_\_ Estimated Number of Persons: \_\_\_\_\_

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

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

Contact Phone: \_\_\_\_\_ Alternate 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 extra 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.*

This contract will confirm the arrangements entered into between the sponsoring individual or organization (the **"Renter"** or **"you"**) and the Benicia Historical Museum (the **"Museum"**) for the event referred to above (the **"Event"**) to be held at the Benicia Historical Museum. The Museum hopes that with the benefit of the Museum's facilities, you will enjoy a successful Event.



**ASSUMPTION OF RISK AND RELEASE AGREEMENT**

I, the members of my organization, and all Event guests agree to abide by all Benicia Historical Museum regulations, procedures and rules as outlined in this contract, applicable to the use of Museum facilities, and will assume responsibility for any damage done to the Museum, its equipment or its contents during the rental period and occurring as a result of the use of such facilities and equipment, including damage or misappropriation by any attendees.

I and the members of my organization, and all Event guests agree to defend, indemnify and hold harmless the Museum, its trustees, employees, and agents from claims, demands, damages, judgements, rights or causes of action and expenses, including attorney fees arising out of our use of the Museum or its facilities to the extent that said damages are the results of willful or negligent acts or omissions of our organization, its agents, employees or guests, or in the case of concurrent negligence by the Museum and our organization to the extent of our organization’s negligence.

On behalf of the above group and all Event guests, I have read, understood and signed the foregoing assumption of risk and release agreement.

The undersigned certifies that they accept responsibility on behalf of the participants for any damage or theft sustained by the Museum because of the occupancy of said premises.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

*Benicia Historical Museum, Tax Identification Number: 94-2762282*

**FACILITY RENTAL FEES: BASED ON 4 HOUR MINIMUMS -UNLESS OTHERWISE STATED**

- **Stone Hall and Spenger Garden: non-member rental fee \$300.00** per hour
- **Stone Hall and Spenger Garden: member rental fee \$255.00** per hour
- **Stone Hall and Spenger Garden: Non-Profit rental fee \$275.00** per hour
- **Museum Gallery, Building 9** in addition to Hall and Garden rental: **\$150.00** per hour
- **Museum Gallery, Building 9 ONLY: \$175.00** per hour
- **Corporate Meeting** (Stone Hall ONLY) **\$500.00** daily flat rate
- 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.*

**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, currently active rental contract.*



### **CLEANING FEE AND DAMAGE DEPOSIT:**

- Cleaning Fee is **\$400.00**. 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 cleaning and take down of Museum's indoor tables and chairs.
- 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 by mail within 2-3 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, 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, the entire deposit will be forfeit. These objects can cause irreparable damage to the fountain pump.**
- 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, no refund is granted.
- 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 Services Fees/Optional Items fees are due two (2) months prior to rental date.
- If contract is dated less than two (2) months prior to rental date, payment is due in full at time of application.

### **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 granted.

### **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. An amendment will be made to this agreement, and any additional charges invoiced at regular hourly rates.
- The Museum cannot accept deliveries outside contracted hours.
- The Museum realizes unforeseen circumstances may result in additional rental time on the day of your event.

### **RENTER RESPONSIBILITIES:**

- Renter needs to be 21 years or older and present at least one form of photo ID  
ID# \_\_\_\_\_
- Renter is responsible for all damage or injuries to any person(s) or property resulting from the use of the Museum facilities.



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STONE HALL & SPENGER GARDEN RENTAL AGREEMENT**

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- **Museum's insurance 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 Museum.
- 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 Event.
- 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 the rental period. In addition, facilities personnel provide us with a condition report after cleaning, which may also negatively affect rental deposit refund.
- **Minors attending events or on the premises during set-up must be supervised by an adult at all times.**
- Museum pictures, exhibits, furniture, stanchions, and other displays are for Museum use only. Any movement of exhibits or exhibit furniture must be pre-approved and/or supervised by Museum personnel. All offices are for Museum staff only.
- **There is no smoking inside the Museum or on Museum property.**
- There is no open flame of any type permitted inside the Museum. Chafing dish fuel may be used for the sole purpose of keeping food or beverages warm.

### **OUTSIDE RENTAL COMPANIES:**

- All outside vendors must be acknowledged and approved by the Museum prior to the Event.
- Renter and all vendors must supply their own equipment (extension cords, carts, etc.). All floral and greenery are to be delivered to the appropriate area and must be pest free.

### **ALCOHOLIC BEVERAGES:**

- The host/sponsor of events where liquor is served is responsible for insuring that all participants comply fully with all applicable California State Liquor Laws and Regulations of the Department of Alcoholic Beverage Control; including but not limited to those relating to consumption of alcohol by minors or intoxicated persons.
- If liquor is served at the event, all liquor served in the Museum must be coordinated through the Museum office to insure compliance with the State of California and City of Benicia liquor laws.
- 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. 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.

### **CATERING:**

- **All caterers must comply with Museum catering policies and procedures.**
- The kitchen is a catering kitchen and not for use as cooking space.
- All grease and cooking oils must be removed from Museum's premises. **DUMPING OF GREASE AND OIL IS PROHIBITED IN ANY SEWER OR DRAIN.**
- Cooking is **NOT** permitted within the Museum catering kitchen or in Spenger Garden.



- **All Event trash must be removed by renters/caterers and placed in appropriate dumpsters.** Museum management staff will inspect the Hall and Garden at the conclusion of the event. An additional clean-up fee will be applied to the final rental if objects not approved by Museum staff are used at the event. You may forfeit your damage deposit should these policies not be strictly adhered to by you and your caterer. Additional charges will apply if cleanup exceeds contracted event hours.

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

- Due to fire concerns, the Benicia Historical Museum is currently unable to authorize **ANY** personal wood-burning ovens or cooking/grilling over open flame 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.

### **DECORATIONS:**

- All decorations must be flame retardant.
- Absolutely no taper candles – floating or votive candles only.
- Use of any type of glitter, confetti, rice, birdseed, or artificial flower petals in the garden is strictly prohibited.
- The Museum does not permit anything to be affixed or fastened to the walls, ceilings, furniture, fixtures, exhibits, or other property of the Museum without the prior approval of the Museum. You may use 3M *Command* brand hooks and strips **only** on the walls and bar (other brands can damage the paint surface). 3M *Command* hooks and strips are available for purchase (\$1 per package) in the Museum office if needed. No tape of any kind may be used on floors, walls, or furniture.
- All equipment and decor must be placed a minimum of three (3) feet from exhibits and their related parts. Museum articles, exhibits or furnishings may not be moved without the prior approval of the Museum.
- Dirt, sand, sod, rocks, pebbles, grit, glitter, or any other such products are also prohibited.
- Helium tanks must be used outside to inflate balloons. All tanks must be secured to a post or tie-downs. Renter shall be responsible for the costs of any repair and/or replacement of damaged property if anything is affixed without the Museum's authorization. Removal of all decorations is the responsibility of Renter by the close of the contracted hours of the event.

### **OTHER SPECIFICS:**

- Indoor chairs may not be removed from Stone Hall unless approved by the Museum.
- Renter may not store items in any area of the Museum Hall or 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 must 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.**
- **No food, chafing dish fuel, live flowers, wax, candles, or beverages not in sealed containers can be left out overnight pre-event.** Ants and other pests are attracted to these items.



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- 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:
  - Removal of all decorations and all other items brought onto the premises.
  - 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.
  - The complete removal and proper storage of *garden* chairs if used and/or any tables used outside.
  - **Please keep in mind that your closing 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.**

*Please Note: Museum has the right to refuse rental. Museum representative will be available to answer questions and guide you through this agreement, as necessary.*



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**STONE HALL AND SPENGER GARDEN RENTAL:**

<b>FACILITY RENTAL FEE:</b>	<b>#</b>	<b>Price each</b>	<b>COST</b>	<b>Totals</b>
Total hours of Stone Hall & Spenger Garden rental				
Total hours of Museum Gallery rental				
<b>Sub Total, Facility Rental</b>				\$
<b>RENTAL AND SERVICES FEES &amp; OPTIONAL ITEMS:</b>				
Cleaning fee				\$400.00
Pre-event set up (during office/Museum hours – first hour free)		\$150.00		
Additional Rental Items:				
<b>Sub Total, Service Fees &amp; Optional Items</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% of Facility Rental)			\$	
<b>Amt. Due Second Payment</b> (50% Facility Rental + Service fees & Optional Items)			\$	

<b>PAYMENT SCHEDULE:</b>	<b>Due date</b>	<b>Amount</b>	<b>Date received</b>	<b>Reference #</b>	<b>Processed by:</b>
Deposit					
First payment					
Second payment					

*Museum reserves the right to change, adjust, or delete any rules or regulations in this contract by written notice as deemed necessary. 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.*

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

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

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