



**RENTAL AREAS:**

- Charles P. Stone Hall and Spenger Memorial Garden
- Museum Event Suite

**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 set-up and after the 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 Museum of History *Benicia* (the **"Museum"**) for the event referred to above (the **"Event"**) to be held at the Museum of History Benicia. 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 Museum of History Benicia 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, judgments, 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 (if applicable) \_\_\_\_\_

*Museum of History Benicia, 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 \$345.00** per hour
- **Museum Event Suit rental fee \$300.00** per hour
- **Corporate Meeting** (Stone Hall ONLY, during regular business hours) \$650.00 daily flat rate
- Weekday, pre-event set-up time for the Hall during regular Office and/or Museum hours (Thursday through Saturday, 11 am–4 pm) may be available upon request, hours to be determined. The first two hours are free and additional time will be charged at \$175.00 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 MoHB 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 \$550.00. This is in addition to the facility rental fees and is non-refundable. Cleaning Fee includes trash removal, post-event sweeping and mopping, cleaning of kitchen and restrooms, and cleaning and storage of Museum's indoor tables and chairs. Chairs and tables used outdoors must be moved inside for cleaning and storage.
- Damage Deposit is \$500.00. 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 On-site Museum representative and cleaning firm.
- Damage Deposit will be returned as a check by mail if paid by cash/check, or refunded to the credit/debit card used for payment 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 without prior arrangement will automatically have the additional time withheld from their deposit.
  - **If ANY stones/coins are found in the fountain after the event, the entire deposit will be forfeited. These objects can cause irreparable damage to the fountain pump. Please make note of the Event Report Form – If the rented areas are NOT returned to their pre-event status, the entire damage deposit will be forfeited.**
- To secure the Rental and reserve a date: The \$500.00 Damage Deposit is due at the time of contract submission. Deposit will be refunded if the contract is canceled within two (2) weeks of contract signing. If canceled after two weeks, no deposit refund is granted.
- First payment: 50% of the Facility Rental Fee is due no later than one (1) month from the date of contract.
- Second payment: Balance of Facility Rental fee and Services Fees/Optional Items fees are due two (2) months prior to the rental date.
- If the contract is dated less than two (2) months prior to the rental date, payment is due in full at the time of application.

### **CANCELLATIONS:**

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

### **ADDITIONAL RENTAL HOURS:**

- If additional rental hours for either pre-event set-up or your event are required, including the arrival of the 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# \_\_\_\_\_
- **Museum's insurance requires the Renter to provide a general liability endorsement in the amount of \$1,000,000 naming the Museum of History Benicia (MoHB) as additional insured. The 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.
- The renter is responsible for designating a person to meet with the Museum Representative for a walk-through inspection prior to the commencement of the 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 the rental deposit refund.
- Renter is responsible for all damage or injuries to any person(s) or property resulting from the use of the Museum facilities.
- The renter is responsible for all vehicles parked in the parking lot. No cars may be left in the Arsenal or Downtown parking lots after the rental as the gates will be locked upon completion of the Event.
- **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.

### **EVENT SET-UP:**

- Renter is responsible for all event set-up including, but not limited to, tables, tablecloths, chairs, lectern, etc. Museum staff will be on hand to answer questions but is not available to help with set-up.

### **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.
- No floral or greenery of any kind is allowed in the Gallery spaces at either the Arsenal Complex or the Downtown Galleries.

### **ALCOHOLIC BEVERAGES:**

- The host/sponsor of events where liquor is served is responsible for ensuring 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 the 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 ensure 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 the entire event, with no deposit refund applied.



### **CATERING:**

- **All caterers must comply with Museum catering policies and procedures.**
- The Stone Hall kitchen is a catering kitchen and not for use as a cooking space.
- All grease and cooking oils must be removed from the Museum's premises. **DUMPING OF GREASE AND OIL IS PROHIBITED IN ANY SEWER OR DRAIN.**
- Cooking is **NOT** permitted within the Museum's Stone Hall or Downtown kitchens without prior approval.
- Museum management staff will inspect all rented areas 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 will forfeit your damage deposit should these policies not be strictly adhered to by you and your caterer.

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

- Due to fire concerns, the Museum is currently unable to guarantee the availability to allow wood-burning ovens or cooking/grilling over open flame in the outside Museum areas. Requests for outdoor food preparation will be evaluated on a case-by-case basis.
- Caterers/Food Trucks may use outside cooking facilities provided they are fully insured, set up farther than 20 feet from any building or vegetation, and follow best practices for commercial food preparation.

### **DECORATIONS:**

- Use of any type of glitter, confetti, rice, birdseed, or artificial flower petals in the garden is strictly prohibited and will result in **forfeit of damage deposit.**
- 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 and surface). **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 for inflating balloons must be used outside. All tanks must be secured to a post or tie-down.
- 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 the Renter by the close of the contracted hours of the event. Any items left at the Museum for more than 48 hours will be disposed of at the Museum's discretion.

### **AFTER THE EVENT:**

- After the event, the renter is responsible for:
  - Removal of decorations and all other items brought onto the premises.
  - Removal or disposal of all remaining food items and beverages.
  - The complete removal of any chairs and/or 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 lots. You will be charged for extra time spent in the Hall/Garden/Galleries/Conference Room after your close time.**



**OTHER SPECIFICS:**

- Renter may not store items in any area of the Museum Galleries/Hall/Garden/Conference Room either before or after the event unless contractually agreed upon and noted.
- Be aware that the Museum is open to the public Wednesday through Sunday during posted operating hours, and Museum patrons must have access to the restrooms in Stone Hall/Downtown. **Please keep any and all public accessways clear during set-up and event, and do not block the hallway entrance to the restrooms or the gate and stairway to the Museum in Stone Hall during Museum hours.**
- **No food, chafing dish fuel, live flowers, wax, candles, or beverages in unsealed containers can 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.

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



## FACILITY AND EQUIPMENT RENTAL DETAILS

### **VENUE RENTAL RATES**

*Prices are based on 4-hour minimums unless otherwise stated.*

Stone Hall and Spenger Garden Event .....	\$345.00/Hour
<b>Museum Event Suite</b> .....	<b>\$300.00/Hour</b>
Corporate Meeting Rate (Stone Hall Only, during regular business hours).....	\$650.00/Day

### **ADDITIONAL ITEMS AVAILABLE FOR RENT**

#### **Audio Visual:**

Digital Projector .....	\$110.00
Lectern with Mic.....	\$100.00
Projector Screen – 7'x4 (1 Available).....	\$110.00

**Tables and Chairs**.....\$950.00 Flat fee

- Indoor Chairs (Stone Hall) – 150 Available
- Outdoor Chairs (Spenger Garden) – 80 Available
- 6' Tables – 15 Available
- 8' Rectangular Tables – 12 Available
- 6' Rectangular Tables – 20 Available
- 4' Rectangular Tables – 15 Available
- Standing-height Cocktail Tables – 13 Available
- Seated-height Cocktail Table – 4 Available

#### **Tablecloths:**

Ivory, Burgundy, or Black (not all colors available for all tables). *Price includes cleaning fee.*

Round – Black – 15 Available .....	\$23.00 each
8' Rectangular – Black – 8 Available.....	\$23.00 each
6' Rectangular – Black – 11 Available .....	\$23.00 each
4' Rectangular – Black – 4 Available .....	\$23.00 each
Round - Burgundy – 15 Available .....	\$23.00 each
8' Rectangular – Burgundy – 8 Available.....	\$23.00 each
6' Rectangular – Burgundy – 11 Available .....	\$23.00 each
4' Rectangular – Burgundy – 4 Available .....	\$23.00 each
Round – Ivory – 15 Available .....	\$23.00 each
8' Rectangular – Ivory – 8 Available .....	\$23.00 each
6' Rectangular – Ivory – 11 Available .....	\$23.00 each
4' Rectangular – Ivory – 4 Available .....	\$23.00 each

#### **Miscellaneous:**

Rolling Bar .....	\$150.00
Wooden Easels – 10 Available.....	\$10.00 each



**MUSEUM OF HISTORY BENICIA**  
**FACILITY RENTAL AGREEMENT**  
 2060 CAMEL ROAD, BENICIA, CA 94510  
 (707) 745-5435 • info@mohbenicia.org

<b>FACILITY RENTAL:</b>		#	Price each	Total Cost
Total hours of Stone Hall & Spenger Garden rental				
Total hours of Museum Gallery rental				
Total hours of Downtown Rental				
<b>Sub Total, Facility Rental</b>				\$
<b>RENTAL AND SERVICES FEES &amp; OPTIONAL ITEMS:</b>				
Cleaning fee				\$550.00
Pre-event set up (weekdays during office hours – first two hours free)			\$175.00	
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)				\$500.00
<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>	Due date	Amount	Date received	Reference #	Processed by:
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 \_\_\_\_\_