



## **Museum Policy as Relating to Rental of the Ainsley House Grounds**

### **D. FACILITIES: USE OF GROUNDS**

**OCCUPANCY LOAD AND HOURS OF USE:** Maximum occupancy of the Grounds at any given time for any purpose is limited to 200 persons. No overnight uses are allowed. If an event is scheduled during normal Museum operating hours, access to the House and the Carriage House by the public will continue in accordance with policy expressed in SECTION IV-C above.

1. **ALLOWABLE MUSEUM USES**, or Museum Foundation sponsored uses, include but are not limited to, concerts, picnics, special events, living history events or demonstrations, garden parties, outdoor receptions, ice cream socials, gardening shows, and other appropriate activities. Activities scheduled for outdoor/ground use may, at the discretion of the Museum, be permitted indoors, should weather or other conditions prohibit full utilization of the grounds for the intended event. *Limited food or beverages may be allowed in the sun porch, in the living room and the two foyers, only with special arrangements of the Museum Supervisor.*
2. **ALLOWABLE NON-MUSEUM USES:** The grounds may be rented, for an established fee set out in below Section IC-H, and in accordance with rules, regulations, and other applicable policy, to non-museum groups as a setting for private/public parties, weddings, picnics, reunions or other non-profit group assembly not directly related to, or beneficial to, the Museum and its stated purposes. In addition to restrictions stated above and those regarding decorations, alcoholic beverages, fundraising, liability/insurance expresses in below Section IV-G, the following restrictions and /or permissible uses of the Grounds apply:
  - a. No access is allowed to ANY portion of the House or Carriage House, for any purpose, other than Carriage House restroom and Volunteer room as a bridal changing room.
  - b. Permittee is responsible for providing and setting up all tables, chairs, supplies, allowable food, decorations, and equipment necessary to the event being scheduled.
  - c. No Kitchen facilities are available. Public restrooms are located in the Carriage House, at City Hall, and in the adjacent Campbell Library.

- d. No birdseed, wild rice or other organic or non-organic material may be thrown or otherwise dispersed on the Grounds.

## **G. RULES AND REGULATIONS**

1. Photography: No renderings or photography, including black-and-white, color, slide transparencies, motion picture and/or video, is allowed in any portion of the interior of the Ainsley House/Carriage House or Campbell Historical Museum without express written permission in advance, and in conformance with regulations as provided in Section II – of this Museum Policy. The Museum reserves the right to refuse permission to photograph if the intended use is not in the best interest of protecting and conserving collection objects and/or structures per established Museum Policy. In addition, any commercial organization or individual granted permission to photograph must also rent the facility for the period of time required to complete the photography, and will be assessed a 50% surcharge for such rentals. Any additional fees and charges deemed necessary to compensate for potential impact upon the building and/or collections will be at the discretion of the Museum Supervisor.

2. Decorations: Any proposed decorating or covering of, or changes to the structures or grounds shall be discussed at the time of application. Where allowed, the permittee shall be responsible for putting up any decorations and for all other special preparations necessary for the function. Permittee shall be responsible for the removal of all decorations, special preparations and permittee's personal property, owned or rented. In addition, the following rules apply:

- a. All decorations must be flameproof or fire retardant. No crepe streamers are allowed.
- b. All decorations must be removed at conclusion of event..
- c. Decorations may not be hung from light fixtures or off of any portion of the Ainsley House exterior.
- d. No open flames are allowed indoors.
- e. Any plants, tree or shrubs must be in waterproof containers and must be carefully placed so as not to damage pavement, floors or block fire exits.
- f. No foreign substances may be applied to walks, decks or patios.
- g. Relocation or rearrangement of furnishing or equipment owned by the City/Museum Foundation is not permitted.
- h. No birdseed, rice or other organic material may be thrown or otherwise dispersed on the grounds.

3. Alcoholic beverages are permitted on the **GROUND ONLY**. Use of alcohol must be indicated on the use permit.

- a. Alcoholic beverages to be consumed on the grounds shall be limited to beer, wine and champagne. Absolutely NO hard liquor is allowed.
- b. Requests for serving alcoholic beverages in other areas for special occasions may be considered by the City of Campbell's designated representative if deemed there is no conflict with the established Museum Policy and other uses.
- c. Alcohol is not allowed at events held in the honor of a minor.
- d. A group or an organization wishing to sell alcoholic beverages at their function must first obtain approval from the Campbell Police Department; and upon approval will be required to obtain, at their own expense, the appropriate

permits and licenses from the State Alcoholic Beverage Control Board. When alcoholic beverages are sold, a 24-hour liquor license must be obtained by the sponsoring organization. This license may be obtained at the:

Alcoholic Beverage Commission  
Santa Clara County District Office  
100 Paseo de San Antonio #119  
San Jose, CA 95113  
Telephone: (408)277-1200

Evidence of this license must be on file in the Museum Office at least ten (10) days prior to the event/function.

- e. Permittees sponsoring/hosting events where alcoholic beverages are served may be required, at their expense, to hire private security guards to be present for the duration of their event and to provide liquor liability insurance (see Section 4, below). When required, proof of hire must be submitted to the Community Center Office at least ten (10 ) days prior to the event.
- f. Failure to comply with required security, licenses, permits or certificates will result in the voidance/cancellation of facility use and loss of application fee.

4. Liability/Insurance

- a. The applicant shall be responsible for any and all damage to the premises, equipment or property. If after an activity additional janitorial maintenance is required (in excess of normal cleaning services/time), the applicant will be charged accordingly.
- b. The applicant will be held responsible for all actions, behavior and damages caused by his/her guests or attendees.
- c. All applicants requesting use of the facility for events deemed potentially dangerous will be required to provide the City with an original copy of a certificate of insurance providing public liability and property damage insurance in an amount not less than \$1,000,000 per occurrence, and naming the City of Campbell and Campbell Redevelopment Agency as additional insured. The certificate must be submitted to the Museum Office at least ten (10) days prior to the event.
- d. The City of Campbell is not responsible for accidents, injury, illness, or loss of group or individual property.
- 5. Cleaning and Damages: All uses of the structures or grounds are subject to a refundable damage deposit, payable at the time the reservation is made. The deposit is held until the museum Supervisor has reviewed staff reports regarding use, which include satisfactory clean-up, staying within scheduled time, and lack of damage to facility or equipment. Deposit will be refunded upon meeting these conditions by mail within 15 to 30 days. Satisfactory clean-up of the facility includes the following: removal of all decorations, including tablecloths, balloons, streamers, signs, etc; removal of all trash and refuse; removal of tables, chairs and other equipment, and absolutely no damage to the lawn. *Any cost for repairs, equipment replacement, additional staff time required to clean up after use, and any repairs for the lawn will be deducted from the cleaning and damage deposit. Fees which exceed the deposit will be billed to permittee.*

6. Staff Supervision: The City of Campbell will provide staff (trained by the Museum Supervisor) to be on duty and to offer assistance during the use, including opening and closing the facility at designated time, explaining normal procedures, answering questions, supervising use, and handling emergencies. Any dangerous, unlawful or unruly behavior will be reported to permittee, who will be held responsible for corrections. If at any time staff feels an event or use is out of control, the Police Department will be called in to respond to the situation.
7. All uses must comply with established policy regarding time or hours of use. Reservation time includes set-up and clean-up time, the permittee will be charged for the entire time a vendor is on site. All clean-up must be completed, and persons gone from the facility by the designated ending time or additional facility by the designated ending time or additional facility use time will be charged at one and one half the hourly rate. Use beyond the dusk deadline for meeting room/grounds use may result in charges being assessed per established fee schedule.

Additions or reductions in reservation times can be made if master schedule permits) up to ten (10) days in advance of scheduled use with prior approval of Museum staff. Absolutely no changes may be made less than (10) days in advance of scheduled use.
8. Cancellations/Refunds: In the event that cancellation of a confirmed reservation is necessary, it is the permittee's responsibility to provide immediate WRITTEN notification of such intent to cancel use.
  - a. REFUNDS FOR CANCELLATION OF USE OF GROUNDS
    - 1) Cancellations received more than four (4) months in advance of a scheduled use will receive a 75% refund of amount paid less than application fee and membership fee.
    - 2) Cancellations received 4 months in advance of use will receive a 50% refund of amount paid, less the application fee and membership fee.
    - 3) Cancellations received 3 months in advance will receive a 25% refund paid, less the application fee and membership fee.
    - 4) Cancellations received 2 months or less will receive NO REFUND at all.The City of Campbell reserves the right to cancel any use of facilities upon two weeks written notice, exercised only in emergency situations or when deemed necessary for the safety and best interests of the City of Campbell and all concerned. In such cases, a full refund of all fees and deposits paid will be provided.
9. Miscellaneous
  - a. Groups composed of minors must be supervised by one adult for each twenty (20) minors.
  - b. Any persons violation rules and regulations or constituting a public nuisance will be required to leave the facility/premises.
  - c. The misuse of the facility, failure to conform with facility regulations or any other federal, state, or local law, rule, regulation or ordinance will be sufficient reason for immediate termination of permit. No refund will be granted.

- d. Only facilities designated on application may be used.
- e. Gambling on the facility premises is prohibited. Gambling shall be defined as any game of skill, chance or raffle, played with cards or any other device for money or any other representative item of value.
- f. Museum Supervisor, or any other duly authorized representative on duty shall have the right to enter facility at any time during any and all uses.
- g. Permits/reservations cannot be transferred, assigned, or sublet.
- h. The Museum Supervisor/Historical Resources Supervisor shall regulate or prohibit such activity or use which in his/her judgment is determined to be of a hazardous nature, or is potentially dangerous or damaging to property or is not in the best interest of the citizens of the City of Campbell.
- i. The City of Campbell reserves the right to amend fees and charges as deemed necessary. Previously approved reservations will not be affected by new rates.

Ainsley House Grounds Rental Waiver

I have received a copy of the Campbell Historical Museum & Ainsley House Policy, pages 9, 11-14 relating to the rental of the Ainsley House Gardens, and I agree that I will abide by all of its rental policies and procedures.

I assume responsibility for following the policies applicable to the use of the facility. I do not hold the City of Campbell responsible for accidents, injury, illness or loss of group or individual property.

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Renter

\_\_\_\_\_

Date

\_\_\_\_\_

Witness

\_\_\_\_\_

Date