



**BROWNSVILLE HISTORICAL ASSOCIATION
RENTAL AGREEMENT FOR THE
HISTORIC ALONSO BUILDING**

Effective for all rental agreements signed after (09/1/2015)

NOTE:
Please read and fill out all information
blanks in this agreement and e-mail to:
tputegnat@brownsvillehistory.org

DATE: _____

CLEANING FEE: _____ DATE PAID: _____

DEPOSIT: _____ DATE PAID: _____

AUTHORIZED BHA AGENT: _____

Organization/ Individual (“Lessee”): _____

Phone (cell): _____ other phone: _____

Address _____

Date of Rental: _____

Function Type: _____

Number of Guests: _____

Time of event: From _____ To _____

Caterer: (business name and primary contact person)

Address: _____

Phone: _____ other phone: _____

The Brownsville Historical Association (“Lessor”) agrees to rent to Lessee and Lessee agrees to rent, pursuant to the terms and conditions set forth herein, the Alonso Building located: 510 E. St. Charles Street, Brownsville, TX 78520

1. Rental Area: The areas being rented under this agreement include the front hallway and foyer, the main reception room, the courtyard and the use of the catering kitchen. All other locations are for BHA staff only.

2. Rental Hours: The Alonso Building is being rented for the time stated above. Any additional hours incurred will result in a rate of **\$300 per hour. NO FUNCTION SHALL EXTEND BEYOND 12:00 MIDNIGHT.** All persons should vacate the premise by this time.

3. Rental Fee: The rental fee is \$ _____ and must be paid in full no later than one month before the rental date (see section 10 for cancellation policies). A separate damage deposit of **\$500.00 (Five Hundred Dollars)** must be paid at the time this agreement is signed. A cleaning fee of **\$100.00** (representing 3 hours of cleaning time) is also due one month before the date of the rental.

3A. Rental Fee Addendum: If the rental clean up exceeds the three hours allotted, the extra time will automatically be deducted from the Lessee's deposit.

4. Payment Dates: The rental fee, damage deposit, and cleaning fee may be paid with a single check or made in separate payments made payable to the Brownsville Historical Association. The damage deposit shall be applied to any expense incurred by Lessor as a result of Lessee's failure to abide by the terms of this Agreement or the Rules and Regulations. If Lessee complies with all terms, the damage deposit will be refunded.

5. Condition of the Building and Premises: The Alonso Building will be rented to Lessee in clean condition, with all equipment, tableware, linens, and furniture in good order, unless otherwise stated. The Lessee is expected to leave the Alonso Building in the condition they found it. If the Lessee fails to do so, the Lessor may withhold all or part of the deposit as deemed appropriate.

5A. Conditions Addendum: The Historic Alonso Building is first and foremost a museum. As such, all exhibits remain on display and will not be removed for the rental. If at any time a Lessee removes artwork or artifacts from an existing exhibit, the Lessor will automatically withhold the deposit. Additionally, the Lessor may be charged for any damages incurred to an exhibit during the rental beyond that of the deposit.

6. Services and Items Provided by Lessor: The Alonso Building contains a medium sized catering kitchen that includes counter space, microwave oven, and refrigerator. The microwave oven is to be used solely to warm foods. **All foods must be prepared elsewhere.** Toilet paper for the washrooms will also be provided during the rental.

6A. Services and Items Provided Addendum: Items such as linens, and table toppers may be available for rental at an additional fee. Any items not provided by the Lessor that are used by the Lessee during their rental results in the automatic revocation of their deposit. *[Please see the Rules and Regulations sheet for more information.]*

7. Permitted Use: Lessee may use and occupy the Alonso Building for any lawful purpose; provided, however, said use or purpose is of a type not likely to result in damage to the Building and its furnishings.

8. Access to Alonso Building: Lessee's must make arrangements with the BHA staff to access the rental space any time prior to the rental date and time. The BHA reserves the right to turn away a Lessee who has not made an appointment to enter the building. During the event, the Lessee agrees to provide access to the Alonso Building at any time during the rental to a member of the BHA Board of Directors or Staff. A Lessee may

make arrangements to access the building the day before their rental if that time is available.

9. Liability: In accepting the Alonso Building facilities of Lessor under this Rental Agreement, Lessee does hereby assume all liability for any damage or injury to persons or property while on the premises of the Alonso Building, and further agrees to hold harmless and indemnify Lessor, its Board and Members for any and all claims for such damage or injury occurring to the property or persons of the Lessee, inclusive of, but not limited to their guests or anyone attending the function for whatever reason. In addition, Lessee agrees to pay for any damage caused by the caterer or by any persons in attendance, and Lessee further agrees to abide by all laws and ordinances, and to hold Lessor harmless in this regard. The agent signing this Agreement for Lessee is authorized by his organization (or other) to execute this Agreement on behalf of same.

10. Cancellations: The Lessee will receive a refund of fees, less a \$50 administrative fee, for rentals canceled 90 (Ninety) days in advance. Lessee will receive a 50% (Fifty Percent) refund for rentals canceled at least 30 (Thirty) days in advance. No refund will be made if a rental is canceled less than 30 (Thirty) days prior to rental date.

11. Rules and Regulations: In addition to the foregoing, Lessee agrees to abide by the attached list of Rules and Regulations, a copy of which to be signed by the Lessee and the Caterer.

12. Lost and Found Policy: The Brownsville Historical Association is not responsible for any items left by the Lessee, Caterer, or guests. For your convenience, however, the BHA keeps a Lost and Found box and will hold items for 30 days following the function, after which they will be discarded.

13. Recommendations: Recommendations regarding caterers will be provided upon request. Lessor does not endorse private businesses.

LESSEE (TENANT):

Authorizing Agent

Date

LESSOR (LANDLORD)
BROWNSVILLE HISTORICAL ASSOCIATION

Authorized BHA Agent

Date