

BROWNSVILLE HISTORICAL ASSOCIATION

**Brownsville Heritage Complex • Old City Cemetery Center • Market Square Research Center
Historic Alonso Building • Historic Brownsville Museum • Laureles Ranch House Museum**

1325 E. Washington St. • Brownsville, Texas 78520
956-541-5560 (P) 956-435-0028 (F)

DATE: _____

CLEANING FEE: _____ DATE PAID: _____

DEPOSIT: _____ DATE PAID: _____

AUTHORIZED BHA AGENT: _____

**THE BROWNSVILLE HISTORICAL ASSOCIATION RENTAL AGREEMENT
FOR THE MARY A. YTURRIA EDUCATION CENTER**

(Effective for all rental agreements signed after 11/08/2018)

Organization/Individual (“Lessee”): _____

Title of Organization: _____

Phone (cell): _____ Phone (other): _____

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 Mary A. Yturria Education Center located at 641 E Madison St., Brownsville, TX 78520

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

2. Rental Hours: The Mary A. Yturria Education Center is being rented for the time stated above. Any additional hours incurred will result in the rate of \$200 per hour. NO FUNCTION SHALL EXTEND BEYOND 12:00 MIDNIGHT. All persons should vacate the premise within a reasonable time after the event has concluded.

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 cleaning fee of **\$75.00** (representing 2 hours of cleaning time) is also due one month before the date of the rental.

4. Payment Dates: the rental fee and cleaning fee may be paid with a single check or made in separate payments made payable to the Brownsville Historical Association.

5. Condition of the Building and Premises: The Mary A. Yturria Education Center will be rented to Lessee in clean condition, with all equipment and furniture in good order, unless otherwise stated. The Lessee is expected to leave the Mary A. Yturria Education Center in the condition they found it.

5A. Conditions Addendum: The Mary A. Yturria Education Center is first and foremost an exhibit room. As such, all exhibits remain on display and will not be removed for the rental. The Lessor may be charged for any damages incurred to an exhibit during the rental period.

6. Services and Items Provided by Lessor: All foods must be prepared elsewhere. Toilet paper for the washrooms will be provided during the rental by the BHA. Items such as linens and table toppers will NOT be provided.

7. Permitted Use: Lessee may use and occupy the Mary A. Yturria Education Center for any lawful purpose; provided, however, said use or purpose is of a type not likely to result in damage to the building.

8. Access to Mary A. Yturria Education Center: Lessee's must make arrangements with 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 Mary A. Yturria Education Center 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 of and the day before their rental if that time is available.

9. Liability: In accepting the Mary A. Yturria Education Center facilities of Lessor under this Rental Agreement, the Lessee agrees to pay for any damage caused by the caterer or by any persons under Lessee's control 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. (see last page)

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

**RULES AND REGULATIONS GOVERNING RENTAL FOR
THE MARY A. YTURRIA EDUCATION CENTER**

(Revised 11/08/2018)

1. In accordance with local government fire regulations, no more than 125 people may be in the Mary A. Yturria Education Center at any one time.
2. SMOKING IS NOT PERMITTED IN THE MARY A. YTURRIA EDUCATION CENTER.
3. Candles may be used during your event; however the floor and tables must be protected from heat and wax. They also must be contained. These must be approved in advance by BHA staff.
4. NO tape, nails, tacks, screws, staples, or other adhesives may be used on the walls, furniture, ceilings, moldings, doors, window frames, or floors inside the building or out in the courtyard. No decorations may be hung from the light fixtures.
5. No rice, confetti, pinatas or fireworks (sparklers, smoke bombs, etc.) are permitted. Bubbles are permitted in the areas outside of the building, including the Courtyard.
6. All food must be prepared beforehand and will be delivered using the designated entrance. Staff will direct the catering crew to this door. ***DELIVERY VEHICLES SHALL NOT PARK OR ENTER BEYOND THE FRONT GATE.***
7. THE PRIMARY PURPOSE OF THE MARY A. YTURRIA EDUCATION CENTER IS TO SERVE AS AN EXHIBIT ROOM AND ALL EXHIBITS ARE NOT TO BE REMOVED. Removal of any artifacts or art work will result in the automatic withholding of the deposit. Children must be supervised at all times.
8. All functions held in the Mary A. Yturria Education Center must end by 11PM and the premises vacated by **12 midnight.**
9. Furnishings and equipment in the Mary A. Yturria Education Center may only be used inside their respective locations and may not be removed from their location at any time.
10. All music with speaker units must stop at **11p.m.** Speaker units set up outside should be kept at a reasonable sound level and comply with city ordinances.
11. The Mary A. Yturria Education Center must be left in the condition in which it was rented. All of the Lessee's personal property should be removed when the premises are vacated.
12. The BHA rents its facility only. The use of linens, china, glassware, silverware, cleaning products, and any other house supplies are not provided to Lessees. The use of any of these items without permission is strictly forbidden and will result in the holding of the deposit.

I understand that my damage/security deposit will not be refunded in the above rules and other items in this Agreement are violated.

LESEE

DATE

CATERER