



**THE BROWNSVILLE HISTORICAL ASSOCIATION
RENTAL AGREEMENT FOR MARKET SQUARE EVENT HALL**

(Effective for all rental agreements signed after 11/30/2019)

DATE: _____

CLEANING FEE: _____ DATE PAID _____

DEPOSIT: _____ DATE PAID _____

AUTHORIZED BHA AGENT: _____

CONTACT INFORMATION FOR LESSEE:

Organization/Individual ("Lessee"): _____

Authorized Agent: _____

Phone: (cell) _____ (other) _____

Mailing address: _____

E-mail address: _____

EVENT INFORMATION:

Date of Rental: _____

Function type: _____

Number of guests: _____

Time – from _____ to _____

Caterer information. Name: _____

Address: _____ 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, Market Square located at 625 East 12th Street, Brownsville, Texas 78520

1. Rental Area: The areas being rented under this agreement include the main event hall, the breezeway, and the restrooms. All other locations are for BHA staff only.

1A. The outdoor plaza area is managed by City of Brownsville Planning Department. IF YOU PLAN TO USE THE OUTSIDE PLAZA AREA, YOU MUST CONTACT MIRIAM SUAREZ AT THE MAIN STREET OFFICE (CITY OF BROWNSVILLE, PLANNING DEPT.) IN ORDER TO MAKE ARRANGEMENTS AND RESERVE THE LOCATION. MS. SUAREZ CAN BE REACHED AT 956-548-6156

Do you plan to use the Market Square Plaza area or any area outside the confines of the building?

Please circle: YES NO

2. Rental Hours: Market Square is being rented for the time stated on this agreement. Any additional hours incurred will result in a charge of **\$300 per hour. NO FUNCTION SHALL EXTEND BEYOND 12:00 MID-NIGHT.** All persons should vacate the premise by this time with their belongings. If the Lessee fails to do so, the Lessor may withhold all or part of the deposit.

3. Rental Fee: The rental fee is \$_____ and must be paid in full no later than 30(thirty) days 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 \$200.00 (representing 3 hours of cleaning time) is also due 30(thirty) days 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 in the form of a check within 10 business days after the event.

5. Condition of the Building and Premises: The Market Square Event Hall will be rented to Lessee in clean condition, unless otherwise stated. The Lessee is expected to leave Market Square 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 Market Square building is first and foremost a historic site and from time to time is used as gallery space for exhibits. 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.

5B. The historic stagecoach replica may not be removed from the building. The stagecoach may not be climbed on, dismantled or decorated. If the coach is to be moved, it must be moved by BHA staff ONLY.

6. Services and Items Provided by Lessor: The Market Square building contains no kitchen or storage space of any kind for caterers, decorators, etc. All foods must be prepared elsewhere. Toilet paper, paper hand towels and hand soap for the restrooms will be provided during the rental by the Brownsville Historical Association, unless otherwise agreed to by both parties.

6A. Services and Items Provided Addendum: Items such as tables, chairs, linens, and like items are not provided by the BHA for Market Square rentals.

7. Permitted Use: Lessee may use and occupy Market Square 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 Market Square: Lessee 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. A Lessee is allowed access to the building for set up the day before their rental and the day of the event if that time is available and ONLY during normal museum hours, (T-Sat., 10AM-4PM). Set up during normal business hours will not incur additional fees. However, granting access to Lessee outside of normal the BHA museum hours will require \$100 fee per hour.

9. Liability: In accepting Market Square facilities of Lessor under this rental agreement, the Lessee does hereby assume all liability for any damage or injury to persons or property while on the premises of Market Square, 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 \$100 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 BHA 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
MARKET SQUARE EVENT HALL
MANAGED BY THE BROWNSVILLE HISTORICAL ASSOCIATION**

1. In accordance with local government fire regulations, no more than 200 people may be in the Market Square Event Hall at any one time.
2. Off-duty BPD officers are required. The BHA recommends one officer for every 100 people.
3. SMOKING IS NOT PERMITTED INSIDE THE BUILDING.
4. Only battery operated candles may be used as part of the decorations.
5. No tape, nails, tacks, screws, staples or other adhesives may be used on the walls, ceilings, moldings, doors, window frames, support beams or floors inside Market Square.
6. No decorations may be hung from the light fixtures.
7. Any existing features such as furniture, display racks or temporary or permanent exhibits may not be removed at any time. Removal of any artifacts or BHA property will result in the automatic withholding of the deposit.
8. No rice, confetti, streamers, fireworks, piñatas, trampolines or slip n' slides allowed. Bounce houses are strictly prohibited. Bubbles are permitted in the areas outside of the building, not inside.
9. No storage room exists for caterers and their items and everything must be self-contained.
10. No cooking or open flames allowed inside the building.
11. All functions at the Market Square Event Hall must end by midnight. All doors will be locked and individuals must vacate the premises.
12. All music with speaker units must stop at midnight. Speaker units should comply with City noise ordinances which allow no more than a 70 decibel maximum.
13. Children must be supervised so as to protect the art work, artifacts and exhibits on display. Lessee is responsible for damage to any materials.
14. The Market Square Event Hall must be left in the condition in which it was rented. All of the Lessee's personal property should be removed immediately after the event. The BHA is not responsible for any items or property left inside the building after midnight.
15. The BHA does not provide tables, chairs, linens, audio/visual equipment, decorations or any other materials for Lessees.

PLEASE INITIAL HERE _____ TO ACKNOWLEDGE THAT YOU HAVE READ THE RULES AND REGULATIONS SECTION OF THIS AGREEMENT.