



DATE: _____

**The Brownsville Historical Association
Rental Agreement for the Market Square Event Hall**

(Effective for all rental agreements signed after 07/01/2024)

Organization/Individual (“Lessee”):

Name: _____

Address: _____ E-mail: _____

Phone (cell): _____ other: _____

Event Information:

Date of Rental: _____ Function Type: _____

Number of Guests: _____ Time of event: Start _____ End _____

Total number of hours: _____

Caterer: *(Business name and primary contact person)*

Name: _____

Address: _____

Phone (cell): _____ other: _____

Decorator: *(Business name and primary contact person)*

Name: _____

Address: _____

Phone (cell): _____ other: _____

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 ALLAN GARCES AT THE PLANNING AND REDEVELOPMENT DEPARTMENT (CITY OF BROWNSVILLE, PLANNING DEPT.) IN ORDER TO MAKE ARRANGEMENTS AND RESERVE THE LOCATION. MR. GARCES CAN BE REACHED AT 956-548-6182

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 an additional charge of **\$400 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 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.**

3A. Rental Fee Addendum: If the rental clean up exceeds three hours of cleaning time, the extra fee will automatically be deducted from the Lessee's deposit payment. Fee amount is left to the discretion of the BHA Executive Director.

3B. Donation: Brownsville Historical Fund (suggested min. \$50.00) _____

4. Payment Dates: The rental fee, damage deposit, and cleaning fee may be paid with a single check payable to the Brownsville Historical Association or made in separate payments We accept cash, check or credit card. 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, 7-10 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. The Lessee is expected to leave Market Square Event Hall 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 Event Hall is first and foremost a historic site/museum and from time to time is used as gallery space for exhibits. As such, all exhibits will 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 Event Hall does not provide a 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 Event Hall rentals.

7. Permitted Use: Lessee may use and occupy Market Square Event Hall 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). **Access for decorating before the event must be arranged with BHA staff at least 2 weeks before the date of your event.** 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 \$50.00 fee per hour.

8A. The air-conditioning or heating system will be activated two (2) hours prior to the event and all vendors will have access to the building two (2) hours before the start time listed on this rental agreement. Should the Lessor require that cooling and heating systems be turned before this time, the Lessor must pay \$50.00 an hour for each extra hour. If large double doors are open during the event, cooling and heating will be turned off.

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, the decorator 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 the organization (or other) to execute this Agreement on behalf of same.

10. Cancellations: The Lessee will receive a refund of fees, less a \$50.00 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.

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 will hold items for 30 days following the function, after which they will be discarded. To retrieve items left at venue, please call the museum at (956)541-5560.

13. Recommendations: Recommendations regarding caterers and decorators will be provided upon request.

14. Event Security: Security is required for all evening events after 5pm where alcohol will be present. Security is contracted separately with the Brownsville Police Department, Detective F. Cepeda, (956) 548-7070 or cell number (956) 459-8738, felipe.cepeda@brownsvilletx.gov. The Lessee is responsible for costs incurred for security.

LESSEE (TENANT):

Authorizing Agent

Date

LESSOR (LANDLORD)

BROWNSVILLE HISTORICAL ASSOCIATION:

Authorized BHA Agent

Date

For Museum Office Use Only

DEPOSIT: \$500.00 DATE PAID: _____ Staff Initials: _____

BALANCE: _____ DATE: _____ Staff Initials: _____

PAYMENT: _____ DATE: _____ Staff Initials: _____

PAYMENT: _____ DATE: _____ Staff Initials: _____

FINAL PAYMENT: _____ DATE: _____ Staff Initials: _____

**RULES AND REGULATIONS GOVERNING RENTAL FOR MARKET SQUARE EVENT
HALL MANAGED BY THE BROWNSVILLE HISTORICAL ASSOCIATION**

(Revised 07/01/2024)

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 if serving alcohol. The BHA recommends one officer for every 100 people.
3. **SMOKING IS NOT PERMITTED INSIDE THE BUILDING.**
4. BHA permits SIX (6) HOURS TOTAL of decorating time. Time may be divided as scheduling allows. (\$50.00 each additional hour)
5. Only battery-operated candles may be used as part of the decorations.
6. 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.
7. No decorations may be hung from the light fixtures.
8. Any 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.
9. 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.
10. No storage room exists for caterers and their items and everything must be self-contained.
11. No cooking or open flames allowed inside the building.
12. All functions at the Market Square Event Hall must end by 12am midnight. All doors will be locked and individuals must vacate the premises.
13. All music with speaker units must end at 12am midnight. Speaker units should comply with City noise ordinances which allow no more than a **70-decibel maximum**.
14. Children must be supervised so as to protect the art work, artifacts and exhibits on display. Lessee is responsible for damage to any materials.
15. 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.
16. 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.