



DATE: _____

The Brownsville Historical Association
**Rental Agreement for the Mary A. Yturria
Education Center**

(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, 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 foyer, the main reception room, and the courtyard. All other locations are for BHA staff only.

2. Rental Hours: The Mary A. Yturria Education Center is being rented for the hours stated on the front page. Any additional hours incurred will result in an additional fee 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 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: Historic Preservation Fund (suggested min.\$50.00) _____

4. Payment Dates: the rental fee may be paid with a single check made payable to the Brownsville Historical Association or 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, 7-10 business days after the event date.

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 and deposit automatically withheld.

6. Services and Items Provided by Lessor: The Center contains a caterer's kitchen that includes counter space and refrigerator. All foods must be prepared elsewhere. Toilet paper, paper towels and hand soap for the bathrooms will be provided during the rental.

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 must make arrangements to access the building and set up the day before their rental if that time is available.** Our regular business hours are 9AM-4PM, Tuesday through Saturday; Closing from 12N-1PM for the lunch hour. **Access for decorating before the event must be arranged with BHA staff at least two weeks before the date of your event.**

9. Liability: In accepting the Mary A Yturria Education Center 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 Historic Brownsville Museum/Mary A. Yturria Education Center, 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 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. (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 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)548-1313.

13. Recommendations: Recommendations regarding caterers 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

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

(Revised 07/01/2024)

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 INSIDE the building.
3. BHA permits SIX (6) HOURS TOTAL of decorating time. Time may be divided as scheduling allows. (\$50.00 each additional hour)
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, 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.
6. 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.
7. 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.***
8. 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.
9. All food must be prepared beforehand and will be delivered using the designated entrance. Staff will direct the catering crew to this door.
10. 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.
11. All music with speaker units must stop at **12 midnight**. Speaker units set up outside should be kept at a reasonable sound level and comply with city ordinances.
12. 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.
13. The BHA rents its facility only. The use of linens, china, glassware, silverware, cleaning products, and any other supplies are not provided to Lessees. The use of any of these items without permission is strictly forbidden and will result in the withholding 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.

LESSEE

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: _____