



|             |  |
|-------------|--|
| Balance due |  |
| Payment     |  |
| Payment     |  |

DATE: \_\_\_\_\_

**Donation**, for Historic Preservation Fund (suggested min. \$50.00) \_\_\_\_\_

CLEANING FEE: \$150.00                      DATE PAID: \_\_\_\_\_

DEPOSIT: \$500.00                              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 07/01/2023)

Organization/Individual (“Lessee”): \_\_\_\_\_

Title of Organization: \_\_\_\_\_

Phone (cell): \_\_\_\_\_ Phone (other): \_\_\_\_\_

Address \_\_\_\_\_

Date of Rental: \_\_\_\_\_

Function Type: \_\_\_\_\_

Number of Guests: \_\_\_\_\_

Time of event: Start \_\_\_\_\_ End \_\_\_\_\_

Total number of hour: \_\_\_\_\_

Caterer: (business name and primary contact person)

\_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ other phone: \_\_\_\_\_

Decorator 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, 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 time stated above. Any additional hours incurred will result in the rate of **\$350 per hour**. **NO FUNCTION SHALL EXTEND BEYOND 12:00 MIDNIGHT**. All guests should vacate the premise within a reasonable time after the event has concluded. The Lessee will not be charged for the time it takes to gather their things, as long as the function has ended at the scheduled end time and the guests are leaving.

**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 cleaning fee of **\$150.00** (representing 3 hours of cleaning time) is also due 30 days before the date of the rental date.

**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. 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.

**6. Services and Items Provided by Lessor:** All foods **must be prepared elsewhere**. Toilet paper, paper towels and hand soap for the bathrooms 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. A Lessee may 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;

**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 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. (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. Please call the museum to arrange a time to pick up items.

**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 07/01/2023)

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. Only battery operated candles may be used as part of the decorations.
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 12PM 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 **12 midnight**. 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 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

---

CATERER