



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

(Effective on all rental agreements signed after (09/01/2015))

**Please read and fill out
all information blanks in
this agreement and
email to:
[info@brownsvillehistory
.org](mailto:info@brownsvillehistory.org)**

DATE: _____

CLEANING FEE: _____ DATE PAID _____

DEPOSIT: _____ DATE PAID _____

AUTHORIZED BHA AGENT: _____

Organization/Individual (“Lessee”) _____

Authorized Agent _____

Phone (cell) _____ (other) _____

Address _____

Date of Rental _____

Function Type _____

Number of Guests _____

Time – From _____ To _____

Caterer’s Name _____

Address _____ Phone _____

Name of Contact after Function _____ 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: 1150 Market Square, Brownsville, TX 78520**

1. Rental Area: The areas being rented under this agreement include the main rental room, the breezeway, the bathrooms, and the sidewalks immediately outside of the building. All other locations are for BHA staff only.

2. Rental Hours: Market Square is being rented for the time stated above. Any additional hours incurred will result in a rate of **\$300 per hour**. NO FUNCTION SHALL EXTEND BEYOND 12:00 MIDNIGHT. All persons should vacate the premise by this time.

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 separate damage deposit of **\$500.00 (Five Hundred Dollars)** must be paid at the time this agreement is signed. A cleaning fee of **\$100.00** (representing 3 hours of cleaning time) is also due one month 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.

5. Condition of the Building and Premises: Market Square 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: Market Square is first and foremost a historic site and 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.

6. Services and Items Provided by Lessor: Market Square contains no kitchen or storage space of any kind for caterers, decorators, etc. **All foods must be prepared elsewhere.** Toilet paper and towels for the washrooms will also 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 available for Market Square rentals. A list of available companies that do rent these items can be provided by the Lessor upon request.

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's 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. During the event, the Lessee agrees to provide access to Market Square 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 before their rental if that time is available.

9. Liability: In accepting Market Square 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 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 \$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.

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 BROWNSVILLE HISTORICAL ASSOCIATION – MARKET SQUARE**

(Revised 09/01/15)

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. **SMOKING IS NOT PERMITTED INSIDE MARKET SQUARE.**
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, ceilings, moldings, door, window frames, support beams, or floors inside Market Square.
5. No decorations may be hung from the light fixtures.
6. Any existing features such as furniture, display racks, the popcorn machine, and temporary and permanent exhibits may not be removed from Market Square at any time. Violation of this rule will mean the automatic withholding of the refund.
7. No rice or confetti may be thrown. Bubbles are permitted in the areas outside of the building, including the sidewalks.
8. Catering staff must bring supplies into the building through either of the breezeway doors. Staff will direct the catering crew to this door. No storage room exists for these items and everything must be self contained.
9. The popcorn machine cannot be used by the Lessee or the catering staff at any time. Additionally, the machine cannot be decorated or moved in anyway.
10. **THE PRIMARY PURPOSE OF THE BHA IS TO SERVE AS A MUSEUM AND ALL EXHIBITS ARE NOT TO BE REMOVED.** Removal of any artifacts or art work will result in the automatic withholding of the refund.
11. All functions at Market Square must be over and the premises vacated by 12 midnight.
12. Furnishings and equipment inside Market Square may only be used inside their respective locations and may not be removed from their spots at any time.
13. 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.
14. Children must be supervised so as to protect the art works and exhibits currently on display. Lessee is responsible for any damage to artwork or exhibits.
15. Market Square must be left in the condition in which it was rented. Tables and chairs must be properly stacked to be picked up by the rental place in a timely manner. Lights must be turned off and the thermostat adjusted. All of the Lessee's personal property should be removed when the premises are vacated.
16. The Brownsville Historical Association rents its facility only. The BHA does not provide in any capacity tables, chairs, linens, sound system, decorations, and other materials for Lessees.

A Copy of these Rules with co-signature of the Caterer must be returned two weeks prior to date of rental.

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

LESEE DATE

CATERER DATE