

**Matagorda County Museum  
Facility Rental Agreement**

This agreement is made and entered into between The Matagorda County Museum Association, a 501(c)(3) corporation (“Lessor”), acting by and through its duly authorized Matagorda County Museum Board and Staff, and \_\_\_\_\_ (“Lessee”).

Upon the terms and conditions herein expressed and in consideration of the covenants and agreements herein expressed:

1. Lessor hereby grants unto Lessee the right to use and occupy the following described space and premises:
  - o Garden Room/Kitchen
  - o Stanley Humphries Room
  - o 1<sup>st</sup> Floor Public Exhibit Space
  - o Children’s Museum

to be used for the purpose of \_\_\_\_\_  
and for no other purpose, commencing at \_\_\_\_\_ o’clock \_\_\_\_ M. and ending at \_\_\_\_\_ o’clock \_\_\_\_ M. on \_\_\_\_\_, hereinafter called “Leasing Date”, together for \_\_\_\_\_ hours prior to the hour first stated above and for \_\_\_\_\_ hour after the hour last stated above, for the purpose of decorating, setting up equipment, and rehearsal beforehand, and cleaning, packing up and removing equipment afterward, at the rates, terms and conditions as set forth here and in the Matagorda County Museum Facility Rental Policies provided.

2. Lessee hereby covenants and agrees to pay to Lessor, at its office located at 2100 Avenue F., Bay City, Texas 77414, for the use of said premises the sum of \$\_\_\_\_\_, plus costs of materials furnished to or loaned to Lessee, as follows:
  - o Dishes (plates, cups, saucers, bowls) \_\_\_\_\_
  - o Flatware (knives, forks, spoons, serving pieces) \_\_\_\_\_
  - o Glasses (water, wine) \_\_\_\_\_

Tables, chairs, and kitchenware are subject to the limits of current inventory and availability. Costs incurred by renting from a third party shall be paid by Lessee.

3. Lessee agrees to deposit with Lessor as a Security Deposit for the above premises the sum of \$\_\_\_\_\_. Cancellation of the event less than thirty (30) days before the contracted date will result in forfeiture

of the deposit. Balance of the estimated rental fee is due one (1) day prior to the scheduled event.

4. Upon fulfillment of this agreement on the leasing date, the Security Deposit shall serve as liquidated damages, if any, but Lessor shall not be precluded from further claims for the actual cost of repairing any injury or damage which may be done to the building, fixtures, furniture, furnishings, exhibits, or artifacts which is not covered by the Security Deposit. The remainder of the Security Deposit, if any, shall be applied to the rental of the premises.
5. Lessee shall not assign this agreement or sublet the premises without prior written approval of Lessor.
6. Lessor shall not be responsible for any loss resulting from lack of heat, water or lights due to an act of God or the failure of equipment to operate properly through no fault of Lessor.
7. Lessor, through its Museum Director, staff, policemen, firemen, or other designated representatives, shall have the right at any time to enter any portion of the premises for any purpose whatsoever, and the entire building, including the premises covered by this agreement, shall at all times be under the charge and control of said designated representative.
8. No gasoline, oil, or electrical equipment shall be permitted therein, and no engine, motor or machinery shall be operated on the premises without the prior written consent of the Museum Director. No hay or similar material shall be used in any interiors.
9. All property and effects belonging to Lessee that remain ten (10) days after Leasing Date will be removed and/or stored at the Lessee's expense.
10. Lessee agrees to release and hold Lessor free and harmless from all claims and liability for damages to any person or persons for injuries to any person or property occasioned by or in connection with the use of the premises caused by any source whatsoever. Lessee hereby assumes full responsibility for the character, acts or conduct of all persons admitted to the premises or to any portion of the premises by Lessee, its agents, employees, or other representatives. Lessee agrees, at its expense, to have on hand at all times sufficient police and other personnel to maintain order and protect the persons and property on the premises.
11. Lessor reserves the right at any time to require Lessee to remove from the premises any animals, furniture, fixtures, wiring, exhibits, or other items placed therein without the consent of Lessor.

12. No changes, alterations, repairs, painting or staining of any part of the building or furnishings or equipment shall be permitted, nor shall anything be done which will damage or change the finish or appearance of the building or furnishings.
13. Lessee shall comply with all laws of the United States and the State of Texas, all ordinances of the City of Bay City and all rules and requirements of the Police and Fire Departments or other municipal authorities of the City of San Angelo and will obtain and pay for all necessary permits and licenses.
14. Lessee shall not admit to the premises a larger number of persons than the seating capacity thereof or a larger number than can safely or freely move about in said areas. The ruling of the Matagorda County Museum Director on this question shall be final.
15. Lessee agrees to pay reasonable attorney fees and all costs of court and expenses incurred by Lessor in enforcing this Agreement.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

THE MATAGORDA COUNTY MUSEUM, LESSOR

By: \_\_\_\_\_

\_\_\_\_\_, LESSEE  
(print name of person or organization)

By: \_\_\_\_\_  
(signature)