

# Rental Contract

Quinta Mazatlan's "Rental Manager" acts as your venue manager **only** and will assist you with details that are pertinent to using the grounds and facility. The "Rental Manager" is NOT the lessee's "Event Coordinator".

**Lessee: (person responsible for signing the contract and payment)** RecTrac Res#: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Bus/Org.: \_\_\_\_\_

Non-profit Organization: Yes / No (circle one) If yes, tax ID#: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_ E-mail address \_\_\_\_\_

Address/Zip: \_\_\_\_\_

***It is Quinta Mazatlan's policy to only accept event change requests from ONE Event Coordinator Contact Person***

**Lessee's Event Coordinator: (person on site coordinating the event before, during and after)**

Name: \_\_\_\_\_

Bus/Org: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

**Event Logistics:**

Event Date: \_\_\_\_\_ Day of the week: \_\_\_\_\_

Purpose/Event: \_\_\_\_\_ Rental Time: \_\_\_\_\_

# Guests: \_\_\_\_\_ Time of Event: \_\_\_\_\_

Arrival (guests arrive at the event): \_\_\_\_\_ a.m. / p.m.

Departure (guests leave the event): \_\_\_\_\_ a.m. / p.m.

# Facility Rentals

## Evening Events (parties & receptions)

*After Business Hours: 5 pm to 11 pm*

\_\_\_\_\_ Estate Rental for 150 Guests (\$4,800 +\$1,000.00 Damage Deposit)

\_\_\_\_\_ Estate Rental for 250 Guests (\$5,800 +\$1,000.00 Damage Deposit)

\_\_\_\_\_ Estate Rental for 350 Guests (\$6,800 +\$1,000.00 Damage Deposit)

## Day Business Meetings

*During Business Hours: 8 am to 5 pm*

\_\_\_\_\_ **Discovery Center Hall** (50 Guests; \$250.00 for 2 hrs.; \$125.00 for each additional hr.; minimum of 2 hrs.)

\_\_\_\_\_ **Grand Hall** (80 Guests; \$150 per hour; 3 hr minimum)

\_\_\_\_\_ **Cottage** (40 Guests; \$50 per hour; 3 hr minimum)

\_\_\_\_\_ **Art Gallery** (20 Guests; \$50 per hour; 3 hr minimum)

## Photography at Facility

*During Business Hours: 8 am to 5 pm; Minimum Hours: 2*

\_\_\_\_\_ **Indoors and Outdoors** (\$60 per session)

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## Fees and Deposits

Rental Fee: \$ \_\_\_\_\_

\$1,000.00 Damage Deposit \$ \_\_\_\_\_  
For evening rentals only  
Due 30 days before event

Total Fee: \$ \_\_\_\_\_

Down Payment: \$ \_\_\_\_\_ Date: \_\_\_\_\_

Balance: \$ \_\_\_\_\_ Due date: \_\_\_\_\_  
(30 days before event)

Lessee signature: \_\_\_\_\_ Date: \_\_\_\_\_

Quinta Mazatlan Rental Mgr.: \_\_\_\_\_ Date: \_\_\_\_\_

# **Checklist of Rental Policies**

*Please share with those involved in your event*

## **RESERVING YOUR DATE**

### \_\_\_\_\_ 1. MAXIMUM OCCUPANCY

Due to parking, staffing, safety and fire issues, the facility is designed to safely accommodate 350 guests for private events. Lessee must agree to and adhere to 350 guests or under.

### \_\_\_\_\_ 2. TENTATIVE HOLDS

Quinta Mazatlan does NOT tentatively hold dates. All dates must be confirmed with a non-refundable down-payment and signed contract.

### \_\_\_\_\_ 3. DOWN-PAYMENT

A non-refundable down-payment (one half of the total rental fee) and signed contract are required to confirm all facility rentals. Payment in full is due 30 days prior to the event. ***We do not accept payments by 3<sup>rd</sup> parties.*** Quinta Mazatlan accepts cash, check, Visa and Master Card. Sorry, we do not accept American Express or Discover.

### \_\_\_\_\_ 4. CANCELLATION

In case of cancellation, the Rental Manager at Quinta Mazatlan must be notified in writing. If the cancellation occurs 30 days or less prior to the event, the full rental fee is forfeited. The Damage Deposit is returned. If cancellation occurs 31 or more days from the event, the down-payment will be forfeited, (one half of the total rental charge).

### \_\_\_\_\_ 5a. DAMAGE DEPOSIT (FOR “AFTER HOUR” RENTALS)

An additional \$1,000.00 damage deposit is due when full rental payment is due (30 days prior to the event). The damage deposit will be refunded 30 days following the event, if no damages occurred and policies were observed by the lessee and lessee’s vendors (caterer, band, florist, decorator, other contractors and guests).

\_\_\_\_\_ 5b. Your Rental Fee covers light mopping and clean-up of the floors following your event. In situations which require more intensive cleaning (due to number of guests, alcohol, food, other) a portion of your deposit will be kept in order to hire a professional to strip and polish the Saltillo flooring to restore the floor surface . ***Note: Estimate \$600-but will vary based on clean-up necessary.***

### \_\_\_\_\_ 6a. APPOINTMENT WITH QUINTA MAZATLÁN (Due 30 days PRIOR to event)

- Quinta Mazatlan Rental Manager will meet with the LESSEE for final payment (remaining 50% plus Damage Deposit).
- Quinta Mazatlan Rental Manager will meet with the LESSEE to complete the “Vendor List” form.
- Quinta Mazatlán Rental Manager will meet with the LESSEE to review the “Post Event Cleanup Form” for the Catering Company selected.

- \_\_\_\_\_ 6b. APPOINTMENT WITH QUINTA MAZATLÁN (Due 5 days PRIOR to the event)
- Quinta Mazatlan Rental Manager will meet with the LESSEE to complete the FINAL LAYOUT for the furniture placement and setup **ONE WEEK** before the event.
- \_\_\_\_\_ 6c. APPROVAL & SIGN OFF
- Both the LESSEE and HIRED EVENT COORDINATOR will set up an appointment with the Quinta Mazatlán Rental Manager to approve/sign-off on the physical set-up of the QM furniture in advance of the event. The Quinta Mazatlán furniture set-up will be set up before the event. Set up must be approved by the LESSEE and HIRED EVENT COORDINATOR to address any last minute changes before the day of the event. Larger heavy pieces of furniture will not be moved.

## **FOOD & BEVERAGE**

\_\_\_\_\_ 7. APPROVED CATERERS

The Rental Manager must be notified of the selected caterer by the lessee 30 days in advance of the event date. To help ensure a memorable event, all food service companies must be an “approved” caterer using only “Certified Food Handlers” at Quinta Mazatlan. Caterers may be added to the “approved” caterers list by taking the operations course at Quinta Mazatlan regarding use of equipment and arrival/departure procedures.

\_\_\_\_\_ 8. CATERERS POLICIES & GUIDELINES

The caterer must sign a “Policies & Guidelines” agreement which covers strict clean-up Rules after the event. Clean-up includes the removing and properly disposing of all garbage and uneaten food, mopping and sweeping, cleaning counters, cleaning the refrigerator and **leaving the venue as found** upon arrival, ready for the next caterer / lessee. If the caterer does not follow the guidelines in terms of leaving a clean facility, the LESSEE’S “damage deposit” will not be returned due to cost of extra staff needed to clean the facility. Those that operate a well-managed event and follow all policies will remain on the “approved” caterers list.

\_\_\_\_\_ 9. CATERING: CLEAN-UP & SUPPORT

Make sure to hire a caterer who will provide clean up after the event within the time allotted. If not addressed, the client will lose their down-payment and caterer will lose the ability to cater future events at Quinta Mazatlan. The caterer must check with the “Manager on Duty” at Quinta Mazatlan **before leaving** to make sure clean up is done to The satisfaction of Quinta Mazatlan. The caterer may not leave until after the conclusion of the event, and all clean-up has been addressed.

\_\_\_\_\_ 10a. ALCOHOLIC BEVERAGES

Lessee will not sell or allow beer, wine, or any alcoholic beverage to be sold, given away or used upon said premises without the prior written consent of the Quinta Mazatlan Rental Manager, and then only in accordance with the rules and regulations by the City of McAllen and in compliance with the laws of the State of Texas regulating the sale and use of alcoholic beverages under Chapter 31 of the Texas Alcoholic Beverage Code:

*All Texas Alcoholic Beverage Commission (TABC) laws must be followed while on the premises. All alcohol must be served by a TABC Certified Server.*

\_\_\_\_\_ 10b. TABC LICENSING CERTIFICATION

Proof of Certification must be shown to Quinta Mazatlán prior to the event.

\_\_\_\_\_ 10c. ALCOHOLIC BROUGHT INTO THE VENUE

No alcohol will be allowed to be brought into the facility the day before the event. Any alcohol used for the event, must be introduced and removed from the facility on the day of the event under the direct supervision of the designated event Coordinator. We will not allow alcohol to be left behind after the event has ended. The LESSEE understands that a breach in this policy will be grounds for forfeiture of their damage security deposit of \$1,000.00. It is the LESSEE'S responsibility to accurately convey this information to other parties involved.

\_\_\_\_\_ 10d. ALCOHOLIC DISPLAY IN THE VENUE

Set-up and display of alcohol must occur under the direct supervision of the bar staff or the staff that has been designated to serve the alcohol. Alcohol cannot be left unattended as a display or easily accessible to the public during our business hours, as to protect the LESSEE and visitors while the nature center is open to the public. If the alcohol arrives on the property earlier on the day of the rental, the alcohol must be locked up in a secure room or bar staff must be on site to secure the alcohol.

\_\_\_\_\_ 11. BUS BOYS

The lessee must make sure that the caterer has included Bus Boys in their food contract. Bus Boys are required by Quinta Mazatlan even if the contract is for a buffet set-up. Quinta Mazatlan requires a minimum of one (1) Bus Boy for every 50 guests. The Bus Boy's sole responsibility is to walk around during the event to pick-up cups/napkins/plates/silverware and other items that need to be brought to the kitchen and trash bins. This person should NOT be responsible for cooking, serving food and other wait staff jobs. The Bus Boys must wear professional clothing. If the caterer does not have uniforms for the staff, then Quinta Mazatlan requires a white dress shirt with black dress pants. Jeans and t-shirts are not allowed. This requirement is to help ensure the success of the event for the lessee. *(Ex: An event with 250 guests will have five (5) Bus Boys to service the clean-up during and after the event).*

\_\_\_\_\_ 12. FLAMES

Open flames such as flambé, stir frying, propane or butane may NOT be used INSIDE the historic home and cottage. Such items may be used outdoors in the courtyard with approval in advance by the Rental Manager. Also, locations for all food stations using small sterno cans must be approved in advance by the Rental Manager.

\_\_\_\_\_ 13. ELECTRICAL REQUIREMENTS

All catering and event electrical needs must be coordinated with the Rental Manager prior to the event. Depending on the electrical needs, the city electrician may be required during the event for an additional fee of \$40 per hour. This requirement will be determined by the Rental Manager in advance of the event.

**EVENT REQUIREMENTS**

\_\_\_\_\_ 14. EVENT COORDINATOR

Quinta Mazatlan recommends that the lessee procure an Event Coordinator. The Event Coordinator would handle all the event details for the lessee. This includes:

- Arriving at the same time as the vendors (sign for deliveries, dictate placement, design, decorate, etc.)
- Overseeing the set-up **prior** to the event taking place
- Staying and overseeing the operations **during** the event
- Overseeing the take-down **after** the event

The Event Coordinator should organize all outside vendors to make sure that the event proceeds on time. The Event Coordinator is responsible for leaving the facility as found.

\_\_\_\_\_ 15. SECURITY

- McAllen Off-duty Police: McAllen off-duty police officers are required for events serving alcoholic beverages. CLIENT is responsible for security comprised of off-duty McAllen Police Department officers at any event in which alcohol is being served. The final number of officers is determined solely by the McAllen PD based on event requirements. Quinta Mazatlan clients can contact the McAllen PD directly at (956) 972-7471 for more information or to make arrangements. McAllen Off-duty Police are independent contractors. CLIENT must contact McPD designated representative no later than thirty (30) days prior to the event. CLIENT'S failure to make such security arrangements may result in the loss of the \$1,000.00 damage deposit.
- Security Guards: Security personnel (unarmed) patrol all facility perimeters, parking lots, exterior grounds and public areas. Quinta Mazatlan determines the number and types of personnel required for an event and may require additional personnel to manage specialized move-in and move-out requirements.

\_\_\_\_\_ 16. PRINTED MATERIALS/INVITATIONS/PUBLICITY

Quinta Mazatlan asks to view any printed materials before release, as a courtesy and for accuracy.

\_\_\_\_\_ 17. DELIVERIES

If no other event is taking place on the day of the event, the LESSEE has the opportunity to come in as early as 8:00 am to decorate and adjust furniture with their own party. The LESSEE'S staff/family/volunteers are in charge of the event coordination, décor, etc. prior to the event.

All items should be delivered the day of your event. All items and rentals must be removed following the conclusion of the event, on the same day/evening.

**\*NOTE: City staff assigned to your event arrives 2 hours prior to your rental.**

\_\_\_\_\_ 18. CANDLES

Candles (including votives) for decoration are NOT allowed on the grounds of the historic home and cottage. Battery operated candles are accepted.

\_\_\_\_\_ 19. SET-UP AND TAKE-DOWN

Clean-up must happen immediately after the event. Any items left behind, decorations and other materials, will be disposed of and a fee will be deducted from the Damage Deposit. Items may not be stored overnight. The lessee must remove all items immediately following the event. Items left on the property are not the responsibility of Quinta Mazatlan.

\_\_\_\_\_ 20a. DECORATIONS

Pinatas, confetti, cascarnes, aerosol silly string, streamers, sparklers, balloons (including helium balloons), glitter and other similar items are NOT permitted on the grounds. Nails, tacks, tape, wire, staples, glue and similar items may NOT be used on the historic adobe building or courtyard. Reminder: Candles (including votives) are NOT allowed for safety purposes inside the historic home and cottage.

\_\_\_\_\_ 20b. OTHER RENTALS ITEMS AND DÉCOR

Amusement rides are NOT allowed in the park property--Moon Bounce, Dunk Tanks, Pony Rides. NO GENERATORS due to the noise factor—our location is in a residential neighborhood.

\_\_\_\_\_ 21a. EXHIBITS

Because Quinta Mazatlan functions as a historical museum, exhibits are subject to change at Quinta Mazatlan without notification. Exhibits will NOT be removed for events.

\_\_\_\_\_ 21b. PIANOS AND OTHER LARGE FURNITURE ITEMS

Removal of large furniture items are not included in the rental fee. If the facility is able to accommodate special requests, there is an additional fee for removal of such items.

Exception to this are the antique pianos and other larger pieces as they cannot be moved.

Party may incorporate them into the event's décor however if pianos are being used as part of the décor for the event, the pianos must be dressed in order to protect the wood and the preservation of the pianos.

\_\_\_\_\_ 21c. QUINTA MAZATLÁN FURNITURE

The LESSEE has the use of our furniture (as per furniture list). Rental does NOT include operational items of the facility such as easels, vases, kitchen items, Xerox machine, office items and more. Renters need to come equipped with items needed for set-up and take down of their rental.

\_\_\_\_\_ 22. PARKING

The circle drive in front of the house is for DROP OFF ONLY. There are to be no cars parked around the house except for approved vehicles in advance, such as the caterer.

\_\_\_\_\_ 23a. MUSIC AND ENTERTAINMENT

Quinta Mazatlan adheres to the City of McAllen noise restrictions. The article on “Noise” Section 46-141 states: “*Disturbance means such noise as offends the hearing sensibilities or the peace, rest, quiet and response of an ordinary, normal person lawfully in the vicinity of the origin of the home....*”

Lessee agrees to follow the noise restrictions of the Quinta Mazatlan Rental Manager on site during the event. Sound equipment will be kept to a minimum level in order to respect the residential neighborhood.

\_\_\_\_\_ 23b. MUSIC AND ENTERTAINMENT SET UP

Music and entertainment are to be set-up within the Courtyard—due to respecting our location in a residential neighborhood.

\_\_\_\_\_ 23c. MUSIC DURING BUSINESS HOURS

As receptions and parties are designated for evening rentals, live music is **not allowed** during business hour meeting rentals. Thank you for respecting the business of the Nature Center and the children and families on the grounds during business hours.

\_\_\_\_\_ 24. CLOSING HOURS

It is necessary to strictly adhere to the event “Closing Hours” of 10:00 p.m. on week Nights and 11:00 p.m. on Friday and Saturday night. Please allow one hour for take down and clean up so that everything is completed by the closing hour. **All music must STOP at the “Closing Hour”**. If this policy is not followed, the lessee will NOT be refunded their Damage Deposit, as the trust with our neighbors will be damaged.

\_\_\_\_\_ 25. SMOKING

Smoking is strictly prohibited indoors at Quinta Mazatlan and within the Court Yard. Smoking will be allowed outside the two arched gate ways at either side of the Court Yard by the ashtrays. A deduction will be made from the damage deposit for the expense of cleaning trash and/or cigarette butts in the courtyard and around the home.

\_\_\_\_\_ 26a. RAIN PLANS

Tents and other items will be the responsibility of the lessee. It is highly recommended that the Event Coordinator have a “back-up” plan in place, prior to the day of the event. The LESSEE will have the responsibility of providing a written rain plan in the event of inclement weather.

\_\_\_\_\_ 26b. ONCE EVENT IS SET-UP INDOORS, SET-UP REMAINS INDOORS

Once the event is moved indoors (due to inclement weather), the set-up will remain indoors for the entire event. The LESSEE and guests are welcome to go outdoors and enjoy the outdoors if the weather clears, and the party can have fun and bring their own chairs outdoors if they so choose. But city staff cannot be pulled from their positions to move the event during the event.

\_\_\_\_\_ 27. QUINTA MAZATLÁN EVENT STAFF

Quinta Mazatlán Event staff will arrive two hours prior to the rental time do address parking coordination and other duties in order to prepare the venue for the event. The LESSEE understands that any event requests or needs will have to wait until the arrival of the event staff to assist with these matters on the day of the event, thus the importance of signing off on the set-up in advance of the event.

\_\_\_\_\_ 28. INDEMNIFICATION

Lessee agrees to indemnify Quinta Mazatlan, City of McAllen and incurs all responsibility for actions, losses, damages, claims and liability resulting from the event.

\_\_\_\_\_ 29. LESSEE'S RESPONSIBILITY

All other set-ups, receiving of rentals, meetings with caterer/florist/band/etc., unloading and loading of party items, decorations, confirmation/directions for vendors and other important details are the responsibility of the LESSEE. City of McAllen staff does NOT serve as the Event Coordinator and Event Labor prior to, during or after the event. City of McAllen staff is to be present at events to secure the safety of the guests and City of McAllen property. If there are any accidents during the event (fender bender or other), event staff is required to notify the police for the safety protection of all attendees.

**All policies and fees contained herein may be changed from time to time by minute order of the McAllen City Commission.**

*I have read and agree to abide by the rules stated on this rental form.*

*Lessee Signature* \_\_\_\_\_ *Date* \_\_\_\_\_