

This Agreement made and concluded on the
twenty second day of De-
cember, in the year One thousand eight hundred and seventy-
seven. Between The Department of Public Parks of
the City of New York, the party of the first part, and The
American Museum of Natural History, party of the
second part.

Witnesseth:

Whereas, by an Act of the legislature of the State of
New York, passed April twenty second, eighteen hundred and
seventy six, entitled "An Act in relation to the powers and du-
ties of the Board of Commissioners of the Department of Public
Parks, in connection with the American Museum of Natu-
ral History, and the Metropolitan Museum of Art," the said
party of the first part is authorized and directed to enter
into a contract with the said party of the second part,
for the occupation by it of the buildings erected, or to be
erected, on that portion of the Central Park, in the City of
New York, known as Manhattan Square, and for transfer-
ring thereto and establishing and maintaining therein its
museum, library and collections and carrying out the ob-
jects and purposes of said party of the second part;

And whereas, a building contemplated by said
act has now been erected and nearly completed and equip-
ped in a manner suitable for the purposes of said mu-
seum, as provided in the first section of the Act of May
fifteenth, eighteen hundred and seventy five, known as
Chapter 351, of the laws of 1875, for the purpose of estab-
lishing and maintaining therein the said museum, as pro-
vided by the said last named Act, and by the Act of April
fifth, eighteen hundred and seventy one, known as Chap-
ter 290 of the laws of 1871;

And whereas, it is desired as well by the said
party of the first part, as by the said party of the second

part, that immediately upon the completion and equipment of said building, the said party of the second part should be established therein, and should transfer thereto its Museum, Library and Collections and carry out the objects and purposes of the said party of the second part.

Now, therefore, it is agreed by and between the said parties as follows, viz:—

First. That the said party of the first part has granted and demised and let, and doth, by these presents, grant, demise and let, unto the said party of the second part, the said buildings and appurtenances thereunto belonging, to have and to hold the same so long as the said party of the second part shall continue to carry out the objects and purposes defined in its charter, or such other objects and purposes, as by any future amendment of said charter may be authorized; and shall faithfully keep, perform and observe the covenants and conditions herein contained on its part to be kept, performed and observed, or until the said building shall be surrendered by the said party of the second part, as hereinafter provided.

Secondly. That neither the party of the first part, its successor or successors, nor the Mayor, Aldermen and Commonalty of the City of New York, shall be in any manner chargeable or liable for the preservation of the said building, or the property of the party of the second part which may be placed therein, against fire, or for any damage or injury that may be caused by fire to the said property; but it is agreed that, damages as aforesaid excepted, the said party of the first part will keep said building, from time to time, in repair.

Thirdly. That as soon after the completion and equipment of said building as practicable, said party of the second part

shall transfer to and place and arrange in, said building, its Museum, library and Collections, or such portion thereof as can be properly displayed to the public therein and shall have and enjoy the exclusive use of the whole of said building, subject to the provisions herein contained, and the rules and regulations herein prescribed during the continuance of the term hereby granted, or until a surrender thereof as herein provided.

Fourthly. That the exhibition halls of said building, shall, on Wednesday, Thursday, Friday and Saturday of each week, and on all legal or public holidays, except Sundays, be kept open and accessible to the public, free of charge, from nine o'clock, A. M. until half an hour before sunset, under such rules and regulations as the party of the second part shall from time to time prescribe; but on the remaining days of the week the same shall be only open for exhibition to such persons, upon such terms as the said party of the second part, shall from time to time direct. But all professors and teachers of the public schools of the City of New York, or other institutions of learning in said City, in which instruction is given free of charge, shall be admitted to all the advantages afforded by the said party of the second part, through its Museum, library, apparatus and collections, or otherwise, for study, research and investigation, free of any charge therefor, and to the same extent and on the same terms and conditions as any other persons are admitted to such advantages, as aforesaid.

Fifthly. That the Museum, library and collections and all other property of the said party of the second part, which shall or may be placed in said building, shall continue to be and remain absolutely the property of said party of the second part, and neither the said party of the first part, nor the said The Mayor, Aldermen and Commonalty, shall by reason of said

property being placed in said building, or continuing therein have any right, title, property or interest therein, nor shall the said party of the second part, by reason of its occupation and use of said building, under this agreement, acquire, or be deemed to have any right, title, property or interest in said building, except so far as expressly granted by this agreement.

Sixthly. That the said party of the second part shall, on or before the first day of May, in every year, during the continuance of this agreement, submit to the said party of the first part, its successor or successors, a detailed printed report of the operations and transactions of the said party of the second part, and all its receipts and payments, for the year ending with the thirty first day of December next preceding.

Seventhly. That said party of the first part shall have at all times, access to every part of said building for general visitation and supervision and also for the purpose of the performance of the duties devolved upon it by the laws of the State of New York, or of the City of New York. That the police powers and supervision of said party of the first part shall extend in, through and about said building. That the said party of the second part may appoint, direct, control and remove all persons employed within said building, and in and about the care of said building, and the Museum, Library and Collections therein contained.

Eighthly. That said party of the second part may, at any time after the expiration of three and before the expiration of six months from the date of the service of a notice in writing to said party of the first part, its successor or successors, or to the Mayor of the City of New York, of its intention so to do, quit and surrender the said premises and remove all its property therefrom;

and upon and after such notice, the said party of the second part shall and will, at the expiration of the said six months, quietly and peaceably yield up and surrender unto the said party of the first part, and its successors all and singular the aforesaid demised premises —

And it is expressly understood and agreed by and between the parties hereto, that if the said party of the second part shall omit to do, perform, fulfil or keep any or either of the covenants, articles, clauses and agreements, matters and things herein contained, which on its part are to be done, performed, fulfilled or kept, according to the true intent and meaning of these presents, then and from thenceforth this grant and demise shall be utterly null and void. And in such case it shall and may be lawful for said Department to serve or cause to be served on the said party of the second part a notice in writing declaring that the said grant hereinbefore made has become utterly null and void and thereupon the said party of the first part, its successor or successors (ninety days time being first given to the said party of the second part to remove its property therefrom) may re-enter, and shall again have, repossess and enjoy the premises afore mentioned, the same as in their first and former estate, and in like manner as though these presents had never been made without let or hindrance of the said party of the second part, anything herein contained to the contrary notwithstanding.

Ninthly. And it is further expressly understood and agreed, by and between the parties hereto, that this agreement may be wholly cancelled and annulled, or from time to time, altered or modified, as may be agreed in writing, between the said parties, or their successors, any thing herein contained to the

contrary in any wise notwithstanding.

In witness whereof the party of the first part hath caused this agreement to be executed by their President and Secretary, pursuant to a Resolution of the Board of Commissioners of said Department, adopted at a Meeting held on the thirtieth day of January, in the year of our Lord one thousand eight hundred and seventy eight; and the said party of the second part hath caused the same to be executed by their President, and their official seal affixed thereto, pursuant to a resolution of the Trustees of the American Museum of Natural History, adopted at a meeting held on the twelfth day of February in the year of our Lord one thousand eight hundred and seventy seven.

In presence of

S. Porter Lore

J. A. F. Newman

President, Department of Public Parks, of the City of New York.

J. A. Lewis

Secretary, Department of Public Parks of the City of New York.

Robert L. Stuart

President, American Museum of Natural History.

Seal



State of New York

City and County of New York.

} S.S.

On this 12th day of February in the year 1878, before me — personally came James F. Wenman President of the Department of Public Parks of the City of New York, and William Irwin, Secretary of the said Department of Public Parks, with both of whom I am personally acquainted, and both of whom being by me duly sworn, said that they reside in the City and County of New York; that the said James F. Wenman is the President, and the said William Irwin is the Secretary of the said Department of Public Parks, and that they signed their names to the foregoing Agreement by order of the Board of Commissioners of the said Department of Public Parks, as such President and Secretary.

W.C. Dession
Notary Public (P)
N.Y. Co

State of New York.

City and County of New York.

} S.S.

On this 12th day of February in the year 1878, before me personally came Robert L. Stuart, the President of the American Museum of Natural History, with whom I am personally acquainted, who being by me duly sworn, said that he resides in the City and County of New York; that he is the President of the American Museum of Natural History, and that he knows the Corporate Seal of said Museum; that the seal affixed to the foregoing agreement is such Corporate Seal; that it is affixed thereto by order of the Board of Trustees of said American Museum of Natural History, and that he signed his name thereto by the like order, as President of said Museum.

W.C. Dession
Notary Public (P)
N.Y. Co

Recorded in the office of the Register of the City and County of New York in Liber 1426 of Cons page 402. February 16th. A.D. 1878. at 9 O'Clock A.M. and examined.

Witness my hand and official seal.

Signed Frederick V. Low

Register

Seal