This Agreement made and concluded on the twenty-second day of December 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.

Witnesses:

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 duties of the Board of Commissioners of the Department of Public Parks, in connection with the American Museum of Natural 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 transferring thereto and establishing and maintaining therein its museum, library and collections and carrying out the objects 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 equipped in a manner suitable for the purposes of said museum, 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 purposes of establishing and maintaining therein the said museum, as provided by the said last named Act, and by the Act of April fifth, eighteen hundred and seventy-one, known as Chapter 290 of the laws of 1871;

And whereas, it is deemed 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 there to 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 successors or successors, nor the Mayor, Aldermen and Commonalty of the City of New York, shall in any manner changeable 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
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.

Fifthly, 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. And 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.

Sixthly, 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 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.

Fifthly. 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.

Sixthly. That said party of the first part shall have at all times, access to every part of said building for general inspection 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 years 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 surren-
der unto the said party of the first part, and its succes-
sors, or 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, fulfill or keep
any or either of the covenants, articles, clauses and agree-
ments, matters and things herein contained, which on its
part are to be done, performed, fulfilled or kept, accord-
ing 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 suc-
cessor or successors (ninety days being first given
to the said party of the second part to remove its pro-
PERTY therefrom) may re-enter, and shall again have,
repossess and enjoy the premises aforesaid, 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 notwith-
standing.

Nthly. And it is further expressly understood
and agreed by and between the parties hereto, that
this agreement may be wholly cancelled and annul-
led, or from time to time, altered or modified, as may
be agreed in writing, between the said parties, or
their successors, anything herein contained to the
contrary wrye 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 nineteenth 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

[Signature]

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

[Signature]

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

[Signature]

President, American Museum of Natural History
State of New York
City and County of New York

On this 12th day of February, in the year 1878, before me personally came James F. Warren, President of the Department of Public Parks of the City of New York, and William Swan, 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. Warren is the President, and the said William Swan 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. Deacon
Notary Public
N.Y. Co.

State of New York
City and County of New York

On this 12th day of February, in the year 1878, before me personally came Robert S. Sturtevant, 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 thereunto 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.

E. L. Deacon
Notary Public
N.Y. Co.

Recorded in the office of the Register of the City and County of New York on the 24th day of January, 1878, aforesaid, at 10 O’clock A.M. and examined.

By my hand and official seal.

Friedrich W. Law
Register