

CONTRACT WITH THE DEPARTMENT OF PARKS
FOR THE OCCUPATION OF THE NEW BUILDING

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, witnesseth:

Whereas, by an Act of the Legislature of the State of New York passed April 22d, 1876, 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 15, 1875, known as Chapter 351, of the Laws of 1875, for the purpose of establishing and maintaining therein the said Museum, as provided by the said last named act, and by the Act of April 5, 1871, known as Chapter 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;

DEPARTMENT OF PARKS
NEW BUILDING

and on the twenty-second
thousand eight hundred and
DEPARTMENT OF PUBLIC PARKS OF
the first part, and THE
MAYOR, party of the second

of the State of New
York in an Act in relation to the
Commissioners of the Depart-
ment of Parks, "the
American Museum
of Natural History," the
Mayor and directed to enter
into a contract with the
second part, for the
erecting on that
lot in New York, known as
No. 100, and establishing
a museum, library and collections, and
the second part of the second

said act has now been
amended in a manner suitable
as provided in the first section
of Chapter 351, of the Laws
of 1901, and maintaining therein
the provisions of the last named act, and by
Chapter 290, of the Laws of

said party of the first
part, that, immediately
after the completion of said
building, the said
provisions established therein, and
the museum, library and collections, and
the second part of the second

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

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
the 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, per-
form, 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 suc-
cessor 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 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 regula-
tions 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 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 31st day of December next preceding.†

*July 25, 1892, by consent of the Trustees, section fourth was modified to enable the Trustees to open the Museum free to the public "throughout the year, excepting Mondays, but including Sunday afternoons and two evenings of each week."

June 29, 1893, by consent of the Trustees, section fourth was modified to enable the Trustees to open the Museum free of charge to the public "throughout the year for five days in each week, one of which shall be Sunday afternoon, and also two evenings of each week."

May 13, 1907, by consent of the Trustees, section fourth was modified to enable the Trustees to open the Museum free of charge to the public on all days throughout the year.

†February 5, 1945, by consent of the Department of Parks, section sixth was modified to enable the Trustees to submit the Annual Report on or before the first day of December for the year ending with the 30th day of June.

the week the same shall
 ons, upon such terms as
 rom time to time direct.
 ublic schools of the City
 learning in said city, in
 shall be admitted to all
 urty of the second part,
 and collections, or other
 ion, free of any charge
 on the same terms and
 tted to such advantages,

and collections, and all
 nd part, which shall or
 tinue to be and remain
 of the second part, and
 nor the said the Mayor,
 reason of said property
 uing therein, have any
 nor shall the said party
 upation and use of said
 or be deemed to have
 said building, except so
 t.

second part shall, on or
 ear, during the continu-
 l party of the first part,
 ted report of the opera-
 of the second part, and
 ar ending with the 31st

urth was modified to enable the
 the year, excepting Mondays, but

urth was modified to enable the
 throughout the year for five days
 o two evenings of each week."

urth was modified to enable the
 all days throughout the year.

arks, section sixth was modified to
 ore the first day of December for

Seventhly.—That said party of the first part shall have, at all times, access to every part of the 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, fulfill 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 reënter, and shall again have, repossess and enjoy the premises aforementioned, 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 here contained to the contrary notwithstanding.

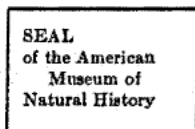
Ninthly.—And it is further expressly understood and agreed, by and between the parties hereto, that this agreement may be wholly canceled and annulled, or, from time to time, altered, or modified, as may be agreed, in writing, between the said parties, or their successors, anything herein contained to the contrary 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
D. PORTER LORD.

JAMES F. WENMAN,
*President Department of Public Parks
of the City of New York.*

WILLIAM IRWIN,
*Secretary Department of Public Parks
of the City of New York.*



ROBERT L. STUART,
*President American Museum of
Natural History*

STATE OF NEW YORK, }
CITY AND COUNTY OF NEW YORK, } ss.:

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

said party of the second part, anything here contained to the contrary notwithstanding.

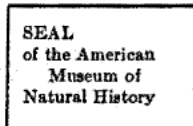
Ninthly.—And it is further expressly understood and agreed, by and between the parties hereto, that this agreement may be wholly canceled and annulled, or, from time to time, altered, or modified, as may be agreed, in writing, between the said parties, or their successors, anything herein contained to the contrary 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
D. PORTER LORD.

JAMES F. WENMAN,
*President Department of Public Parks
of the City of New York.*

WILLIAM IRWIN,
*Secretary Department of Public Parks
of the City of New York.*



ROBERT L. STUART,
*President American Museum of
Natural History*

STATE OF NEW YORK, }
CITY AND COUNTY OF NEW YORK, } ss.:

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