

BOSTON ATHENÆUM RENTAL AGREEMENT



LICENSE AND TERMS OF USE

The Boston Athenæum (the "Athenæum") is pleased to enter into this Agreement with _____ on _____ for Renter's use of the Facilities, subject to the following terms and conditions:

1. Limited, Revocable License

The Athenæum grants to Renter, and Renter accepts, a limited, revocable, license to use the Facilities solely on the Event Dates, and during the Event Hours, subject to the terms and conditions as agreed upon below. Renter agrees to use the Facilities in accordance with the Additional Terms and Conditions attached as **Exhibit B** to this Agreement.

2. Fees; Deposits

Renter shall pay to the Athenæum **\$10,000** USD upon the execution of this Agreement for use of the Facilities, in accordance with the Application Form attached as **Exhibit A** to this Agreement (the "License Fee"). The License Fee includes a deposit of fifteen hundred dollars (\$1,500 USD) (the "Deposit"). The Athenæum shall not reserve an Event Date and Event Time until Renter has tendered the full License Fee, and failure to tender the full License Fee at least thirty (30) days prior to an Event Date shall be grounds for the Athenæum to revoke this License. Upon such revocation, the Athenæum shall refund any tendered License Fee to Renter within thirty (30) days of such revocation, provided that Athenæum shall be entitled to retain the full amount of the Deposit, and neither party shall have any further rights and/or obligations hereunder.

3. Cancellations

Upon cancellation of a reserved Event Date and/or Event Time, Athenæum shall refund any tendered License Fee to Renter within thirty (30) days of such notice of cancellation, provided that Athenæum shall have the right to retain the Deposit. Notwithstanding the foregoing, the Renter will be entitled to a refund of exactly one half of the deposit amount if Renter provides notice of cancellation to the Athenæum at least thirty (30) days prior to the Event Date.

4. No Warranty

The Facilities are provided "AS IS", "WHERE IS" and without warranty as to the suitability of the Facility for Renter's intended use. Renter shall be responsible for the repair and/or replacement of the Facilities to the extent such repair or replacement is the result of Renter's (or its agents, contractors, employees, invitees, or subcontractors) negligence, misconduct, misuse, abuse, or breach of the terms and conditions of this Agreement. Renter shall delivery the Facilities to Athenæum in as good condition as when received by Renter, ordinary wear and tear excepted.

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5. Indemnification

Renter agrees that it shall indemnify, defend and hold harmless the Athenæum and its employees, officers, trustees, and Director, from and against any and all damage, loss, claims, suits, demands, actions, fines, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with damage to property or injury to persons (including death) which arise out of Renter's use of the Facility, including any acts or omissions of Renter, its agents, contractors, employees, invitees, servants or subcontractors. Renter shall provide Athenæum immediate notice of any injury or damage to persons or property in, to or around the Facility of which it is aware.

6. Right of Entry

Athenæum, and those persons authorized by it, shall have the right to enter the Facility at all reasonable times for any reasonable purpose, as well as at any time in the event of emergency involving possible injury to property or persons in or around the Facility.

7. Revocation

This Agreement is freely revocable by Athenæum and, upon written notice from Athenæum to Renter, may be terminated at any time in the Athenæum's sole discretion.

8. Miscellaneous

A. ENTIRE AGREEMENT; GOVERNING LAW: This Agreement, together with any exhibits attached hereto, contains the complete agreement of the parties concerning the subject matter, and supercedes any prior oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated herein. This Agreement shall be construed and governed by the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws provisions.

B. NO AMENDMENT: No amendment or modification to this License shall be binding upon Athenæum unless same is in writing.

C. LICENSE ONLY: This Agreement shall be deemed to create only the relationship of licensor-licensee between the parties and shall, in no event, be deemed to create any other relationship, including without limitation landlord-tenant, principal-agent, master-servant, employer-employee or partner-joint venture.

D. NO ASSIGNMENT: This Agreement is for the sole benefit of the Renter and the Athenæum, and Renter may not assign or transfer its obligations or rights under this Agreement. Any assignment or transfer contrary to the provisions of this paragraph shall be null and void.

E. ENFORCEMENT. Renter shall be responsible for all costs, expenses and reasonable attorneys' fees incurred by the Athenæum in enforcing this Agreement in the event Athenæum prevails in any such enforcement.

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By signing below, you agree that you have read, understood and agree to be bound by the terms of this Agreement.

BOSTON ATHENÆUM

By: _____ Date: _____
Victoria O'Malley, Director of Events

RENTER

By: _____ Date: _____

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Exhibit A to License and Terms of Use: Event Space Application and Reservation Form

The Boston Athenæum, one of the oldest and most distinguished independent libraries in America, was founded in 1807 to provide a reading room, library, and museum for its members. Today its library and art collections are housed in a handsome National Historic Landmark building constructed in 1847 from designs by Edward Clarke Cabot.

Visitors and native Bostonians alike are often unaware of the unique collections and cultural riches housed within the Athenæum's walls. To introduce a greater number of people to these riches, the Officers, Trustees and Director of the Athenæum are pleased to offer the beautiful facilities for private functions pursuant to the License and Terms of Use.

I. RENTAL REQUEST

REQUESTED EVENT DATE(S):

REQUESTED EVENT TIME(S):

II. FEE SCHEDULE

LICENSE FEE: \$10,000

ADDITIONAL FEE(S) FOR OVERAGE: \$1,000 per additional hour

III. TOTAL FEES

Total License Fee for requested Event Date(s): **\$10,000** (This price includes a four hour time window. Anything after the allotted time will incur a fee of an additional \$1,000 per hour, and is to be remitted within **(10 business days)** after execution of such event.)

Please Note; the total License Fee includes a **\$1,500 Deposit** (NON-REFUNDABLE except pursuant to License and Terms of Use)

IV. CONTACT INFORMATION

All requests for use of the Facilities should be made to the **Events Office** through Victoria O'Malley at 617 720-7667, and are subject to (a) availability; (b) payment in full of the License Fee pursuant to Section 2 of the License and Terms of Use, and (c) execution of the License and Terms of Use.

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Exhibit B to License and Terms of Use: **Additional Terms and Conditions**

Use of Facility

1. The Facility is available for rental by parties or groups unaffiliated with the Athenæum, provided that those associated with the Athenæum shall have priority in terms of scheduling.
2. The first floor Long Room and the adjacent Bow Room may be used for a variety of functions including, but not limited to, lectures, dinners, receptions, and other social gatherings.
3. The Facility can accommodate up to 130 persons for standing/lecture events and 70 persons for seated/dinner events. Capacity is **strictly** observed.
4. The fee for rentals is structured as followed: The fee of \$35,000 is allotted to a four hour time frame, any additional time will incur an additional fee of \$1,000 per hour and is to be remitted within (14 days) after the event.

Event Rules and Regulations

1. CATERERS: To ensure service quality and preserve the integrity of the Facility, outside staff such as caterers, waiters, and bartenders must be approved by the Athenæum Events Office (a list of Approved Caterers is attached). All caterers are required to adhere to specific rules set down by the Athenæum, and shall sign and execute the License and Terms of Use. The Boston Athenæum works exclusively with Gordon's Fine Wine and Spirits. The Caterer must adhere to this relationship and work directly with Gordon's Fine Wine and Spirits when ordering alcohol and beverages.
2. GUEST LIST: For Security Reasons, we ask that a guest list with the names of those planning to attend an event be submitted to the Events Office two days before Event Date.
3. INVITATIONS: To avoid any confusion or misunderstanding over intended use of Facility, wording on invitations must be approved by the Events Office prior to mailing.
4. ALCOHOLIC BEVERAGES:
 - a) Alcohol may be served to persons over the age of 21 under the terms and conditions consistent with the applicable laws of the Commonwealth of Massachusetts as long as the Renter abides by the following rules:
 - i) Renter shall take full responsibility for and hold the Boston Athenæum harmless from ALL liability arising from the serving and consumption of alcoholic beverages;
 - ii) If caterers are to serve or provide a bartender to serve alcoholic beverages, the caterer shall provide to the Events Office a certificate of insurance evidencing a Liquor Liability Policy at least seven days prior to Event Date.
5. MEDIA: Expected media coverage must be submitted to the Events Office and approved by the Director of the Library in advance of the function. Because of the sensitivity of the Athenæum's fire protection systems, particular restrictions may apply to television and filming. Photographs and snapshots are allowed with prior approval from the Director of the Library.
6. MUSIC/ENTERTAINMENT: Arrangements for entertainment or music must be approved by the Events Office. Dancing is not permitted in the Library at any time.
7. NO SMOKING OR OPEN FLAMES: The Boston Athenæum is a smoke-free environment. Smoking is prohibited in all areas of the building at all times. In addition, no open flame of any kind is allowed in any part of the library at any time.
8. VENDORS: A list of all outside vendors, caterers, musicians, photographers, and any other outside professionals must be submitted to the Events Office one week before the Event Date.
9. EQUIPMENT: If Renter plans to hold a seated/dinner event, (s)he is welcome use Athenæum's tables and chairs when applicable. Sixty inch round tables and gold ballroom chairs are available for use.