

**LICENSE AGREEMENT FOR THE USE OF
THE EVERGREEN MUSEUM & LIBRARY
OF THE JOHNS HOPKINS UNIVERSITY**

This License Agreement is made this ____ day of _____, 20 __, by and between
The Johns Hopkins University (herein after referred to as "University")

and name _____
address _____
phone number _____ (herein referred to as "Client").

The UNIVERSITY agrees to grant a license for the use of the _____ for the
purpose and in the manner and time indicated below:

DAYS OF WEEK: Sun Mon Tues Wed Thurs Fri Sat

DATE: _____

TIME: _____

CLIENT'S GUARANTEED GUEST COUNT: _____

FOR THE PURPOSE OF: _____ . No other purpose shall be permitted without
the UNIVERSITY's prior written consent.

CONSIDERATION: In consideration of the provisions of the Agreement and the use of the
Evergreen Museum & Library ("EML") under this Agreement , the CLIENT agrees to pay the
sum of \$ _____ as a license fee (the "Fee") .

A deposit of one-half of the Fee shall be upon the signing of this Agreement. The balance of the
Fee and any additional charges due shall be paid 60 days in advance of the event. If the event is
scheduled less than 60 days after the execution of this Agreement, then the entire Fee and any
additional charges shall be due upon the execution of this Agreement. Payment will be refunded
for cancellations by the CLIENT only if the UNIVERSITY is notified in writing at least 90 days
in advance of the day of the event. The amount refunded will be the deposit less a 50%
administrative fee which the University shall retain. No refunds shall be given for cancellations
made less than 90 days before the event.

Should CLIENT request any additional services, facilities, equipment, or any other item not
contained herein, CLIENT will pay the Evergreen Museum & Library for those services,
facilities, etc. at the Evergreen Museum & Library standard rate for same. Those amounts will
be due not later than 10 days in advance of the event. Notwithstanding the aforementioned,
UNIVERSITY reserves the right, at its sole discretion, to decline to provide any additional
services, in which event no charges for such services will accrue to CLIENT.

USE REGULATIONS AND PROCEDURES: The following regulations apply to CLIENT'S
use of the _____.

A. The CLIENT must abide by the rules and regulations pertaining to the facility which are attached hereto as **Addendum A** and any other regulations or policies of the facility and/or the UNIVERSITY that have or may be adopted.

B. The CLIENT acknowledges and agrees that the UNIVERSITY shall not be responsible or liable for loss of or damage to any property or equipment owned by the CLIENT, its guest, or other parties. The UNIVERSITY reserves the right to approve any equipment used at events.

C. The CLIENT will designate a person or persons, no more than four (4) other than the caterer, to be in charge of the event. This person or persons must be present at all times during the hours of the event.

D. The UNIVERSITY must approve all forms of advertising or publicity for the event before printing and distribution.

E. The CLIENT is responsible for seeing that the catering firm employed by the CLIENT for their function is approved by the UNIVERSITY to provide services at the facility and has a completed and current Caterer's Contract on at EML.

F. Catering staff, guests, photographers, musicians, and any persons other than Evergreen Museum & Library staff are strictly forbidden to enter any part of the Evergreen Museum & Library premises other than the public areas designated for event use on the main floor.

G. The CLIENT understands and acknowledges that reception tents, related to other events, may be set up prior to and may be present during any and all events held at EML. Such tents only apply to the Upper Garden and Meadow events.

General Information

ATTENDANCE: The Client's guest count for any event must not exceed either the Client's Guaranteed Guest Count or the maximum number of guests allowed for events at EML as indicated below:

Main House standing: 80 Maximum
North Wing standing: 125 Maximum
North Wing seated: 70 Maximum
Carriage House standing: 400 Maximum
Carriage House seated: 300 Maximum
Upper Garden standing: 500 Maximum
Upper Garden seated: 400 Maximum
Meadow standing: 600 Maximum
Meadow seated: 500 Maximum

SUBCONTRACTORS: All designers/decorators, equipment and equipment handlers, entertainment, and photographers must be approved by the EML Events Manager. The CLIENT and its subcontractors are responsible for any loss or damage to the EML's property and contents in conjunction with the event. The UNIVERSITY reserves the right, at its sole and absolute

discretion, to exclude from EML's premises any musician, photographer, videographer, or any other service provider or other subcontractor that it deems unacceptable.

MUSIC/MUSICIANS: The UNIVERSITY must approve all music to be used or played at an event in advance of each event. EML staff reserves the right to monitor with the decibel levels of music at any event. The CLIENT shall comply with any request by EML staff to reduce the volume of music at the event. All music must stop at 12:00 a.m., Monday through Sunday.

PHOTOGRAPHY: No photographs may be taken by the CLIENT'S photographer or event guests for publication or sale; nor may detailed photographs be taken of the Evergreen Museum & Library collection, works of art on loan, or any items on exhibition. However, photographs may be taken of the event and the event's guests. Depending upon the availability of locations for photography at Evergreen Museum & Library on the day of the event, CLIENT's photographer may take photographs in locations other than the one(s) expressly being licensed by this agreement. Due to exhibit schedules and plans, however, EML makes no representations or guarantees that any particular locations, other than the one being licensed in this agreement, will be available for photography. The CLIENT is encouraged to discuss the availability of locations for photography with the EML Events Manager in advance of the CLIENT's event.

MUSEUM ARTWORK & EXHIBITS: The CLIENT recognizes and understands that the EML is a museum, with a changing exhibition program of artworks (both contemporary and classical in nature) being on display from permanent and loaned collections. The UNIVERSITY reserves the right to display such artworks from time to time in locations within and throughout the EML as determined by the UNIVERSITY, in keeping with the obligation of the EML to promote the cultural life of the City of Baltimore and be open to the public. **CLIENT IS EXPRESSLY PROHIBITED FROM MOVING, RELOCATING, RECONFIGURING OR OTHERWISE HANDLING ANY ARTWORK OR ANY EXHIBIT FOR ANY REASON FOR ANY PERIOD OF TIME. CLIENT FURTHER AGREES TO INFORM ITS GUESTS, PHOTOGRAPHERS, CATERERS AND ENTERTAINERS OF THE FOREGOING PROHIBITION.**

LIMITATION: The CLIENT agrees to leave EML in good order and repair and in broom clean condition upon the conclusion of the event, and to abide by all UNIVERSITY policies concerning the use of EML. The CLIENT and the UNIVERSITY agree to jointly inspect the area of the EML where the event will take place before and after each use. Should there be any property loss or damage to EML property, the CLIENT will be notified of the replacement or repairs to be made, and the CLIENT will be responsible for reimbursing the UNIVERSITY for all associated costs.

ASSIGNMENT: This License Agreement is not assignable or transferable, in whole or in part.

ENTIRE AGREEMENT: This License Agreement constitutes the entire Agreement between the parties and can only be modified by a writing signed by the duly authorized representative of each party hereto.

LAW OF MARYLAND: The laws of the State of Maryland shall govern the construction and interpretation of this License Agreement.

INDEMNITY: The CLIENT agrees to indemnify, hold harmless and defend the UNIVERSITY, The Evergreen House Foundation, and their respective trustees, officers, agents, and employees, against all claims, damages, and expenses, including reasonable attorney's fees and court costs, arising out of the CLIENT's acts or omissions or the acts or omission of any of the CLIENT'S members, guests, vendors, caterers, subcontractors or invitees during the event. This indemnification shall survive the termination of this License Agreement.

INSURANCE: The CLIENT shall procure and maintain commercial general liability insurance, naming the UNIVERSITY and The Evergreen House Foundation as additional insureds, with a single limit of liability of at least \$1,000,000.00 on a per occurrence basis. Upon request, the CLIENT will furnish the UNIVERSITY with a certificate or a copy of such insurance policy at least 30 days prior to the event.

AUTHORIZATION: The representative of the CLIENT executing this Agreement certifies that he or she has been duly authorized to enter into this Agreement on behalf of the CLIENT and that neither the execution and delivery of the Agreement nor the performance of the terms and conditions hereof will result in a breach of any obligation to which the CLIENT is a party.

REPAIRS & MAINTENANCE: In recognizing the EML as a historical property, the age of which may require emergency care and/or maintenance, from time to time for the preservation of its collections, the CLIENT understands and acknowledges that it may be necessary for the UNIVERSITY to perform (i) routine repair and/or maintenance work at the EML ("**Routine Work**") and/or (ii) emergency repair work at the EML ("**Emergency Work**"). The CLIENT further understands that such Routine Work and/or Emergency Work may need to be performed during, or in the area of, the CLIENT's event under this License Agreement and, in such case, the UNIVERSITY shall not be liable for any claims or damages arising from such work and will not under any circumstance waive the cancellation policy under this License Agreement, nor will the CLIENT be entitled to any discounts or refunds of Fees. If, however, the need for Routine Work arises, the UNIVERSITY will make reasonable efforts to schedule such Routine Work at times and in a manner so as to not unreasonably interfere with the CLIENT's event under this License Agreement.

FORCE MAJEURE. Neither Party shall be liable for any failure to perform under this Agreement to the extent such failure is the result of causes beyond the control and without the fault or negligence of the non-performing Party, including but not limited to wars, strikes, fires, acts of God, acts of a public enemy, terrorism or threats of terrorism, labor difficulties, shortages of raw materials or components, or freight embargoes. Force majeure shall not include financial hardship.

IN WITNESS WHEREOF, the parties have executed the Agreement, the day and year first above written.

[INSERT CLIENT NAME]

By: _____ (authorized CLIENT signature)

Name/Title:

THE JOHNS HOPKINS UNIVERSITY

By: _____ (authorized UNIVERSITY signature)

Name/Title:

**ADDENDUM A
TO THE LICENSE AGREEMENT FOR THE USE OF
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GENERAL RULES AND REGULATIONS

1. The Johns Hopkins University is a smoke-free environment and prohibits smoking in all facilities including Evergreen Museum & Library (EML). The CLIENT agrees to have its members, guests, and invitees observe this policy.
2. All alcohol service must stop 30 minutes prior to the end of an event that has duration of three (3) hours or longer. All alcohol must be served by a bartender and all beer must be served in a glass.
3. The event must end promptly at the contracted hour.
4. The EML does not provide checkroom services.
5. For security reasons, doors to the reception area will not be opened for guests prior to the contracted starting time.
6. Neither the name nor the address of EML may be used as the address or office of the CLIENT.
7. The UNIVERSITY reserves the right to remove from its premises any person whose behavior is disruptive.
8. Birdseed, rice, glitter, confetti, or any other similar substance may not be used anywhere on the property.
9. It is absolutely forbidden to bring pets or any other animals of any kind into EML.
10. No reflecting pools, wishing wells, tanks, or any other type of large water reservoir is permitted in EML.
11. No one except authorized EML staff is permitted to move any work of art. This includes furnishings in any rooms.
12. All plans for any event are subject to EML approval. The EML reserves the right to disallow any activity deemed unsuitable for its premises.
13. CLIENT must supply the events office with a list of all vendors.
14. All meetings, walk-throughs, and deliveries for the event must be scheduled with the events office in advance.

15. The EML may refuse unscheduled deliveries and will not accept CODs on behalf of the host or subcontracted vendors.
16. There are two grand pianos available for use in EML Theatre or Main House Drawing Room. Tuning fees apply and arrangements must be made at least 60 days prior to the event.
17. All equipment and décor must be removed from the premises at the conclusion of the event. The EML assumes no responsibility for equipment left on the premises after the conclusion of the event.

SPECIFIC RULES AND REGULATIONS BY EVENT LOCATION

Carriage House Food and Beverage Regulations

1. Propane stoves are allowed in the cook tent only and butane are strictly prohibited. Votive candles or glass bottom hurricane globes are allowed. Sterno heating may be used for food service only.
2. It is absolutely forbidden to tape, glue, nail, tack, staple, or otherwise affix any decorations, draping, florals, banners, or other decorative materials to any surface.
3. Oyster shucking is only allowed on the patio.

Main House Food and Beverage Regulations

1. EML has a strict no open flame policy throughout the Main House & North Wing. There will be no open flame, including votive candles and sterno cans anywhere in the areas. There will be no deep-frying of foods anywhere in the EML.
2. Red wine, red juices, or other strong colored foods and beverages cannot be served.
3. No hors d'oeuvre with dips or dipping sauces may be served.
4. No oyster shucking is allowed.
5. If an event is taking place in the Main House, special care must be taken to protect the rugs (removal if necessary), tables and chairs, etc. are to be lifted, not slid or rolled across the run. No red wine, cranberry juice, dark colas, other beverages or food that might stain the textiles may be served in the Main House.
6. It is absolutely forbidden to tape, glue, nail, tack, staple, or otherwise affix any decorations, draping, florals, banners, or other decorative materials to any surface.
7. Ice sculptures are not permitted in the Main House.
9. The following rules of conduct must be adhered to in the Main House at all times:
 - Do not lean against or touch exhibit cases, art on walls or stands.

- Do not place glasses, plates, or any other objects on or against exhibit cases, art, or stands.
- Photography of artworks or collections is not permitted.
- Do not move or remove any EML signage.

North Wing Food and Beverage Regulations

1. EML has a strict no open flame policy throughout the Main House & North Wing. There will be no open flame, including votive candles and sterno cans anywhere in the areas.

2. No hors d'oeuvre with dips or dipping sauces may be served.

3. No oyster shucking is allowed.

4. If an event is taking place in the North Wing, special care must be taken to protect the rugs (removal if necessary), tables and chairs, etc. are to be lifted, not slid or rolled across the run. No red wine, cranberry juice, dark colas, other beverages or food that might stain the textiles may be served in the North Wing.

5. It is absolutely forbidden to tape, glue, nail, tack, staple, or otherwise affix any decorations, draping, florals, banners, or other decorative materials to any surface.

6. Ice sculptures are not permitted in the North Wing.

7. The following rules of conduct must be adhered to in the North Wing at all times:

- Do not lean against or touch exhibit cases, art on walls or stands.
- Do not place glasses, plates, or any other objects on or against exhibit cases, art, or stands.
- Photography of artworks or collections is not permitted.
- Do not move or remove any EML signage.

**ADDENDUM B
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On days in which there are two events scheduled, the following conditions will apply:

The second reservation will need to furnish a full service valet company to assist with parking. Start and end times must be approved by the events office.