

**LICENSE AGREEMENT FOR THE USE OF  
HOMEWOOD MUSEUM  
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  
Homewood Museum("HM") 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 due 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  
cancelations 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 UNIVERSITY for those services, facilities, etc. at  
Homewood Museum's 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 for HM.

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

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 HM. Such tents only apply to the Back Lawn events.

### **General Information**

**ATTENDANCE:** The Client's guest count for any event must not exceed the lesser of (i) the Client's Guaranteed Guest Count or (ii) the maximum number of guests allowed for events at HM as indicated below:

Entrance Hall standing: 80 Maximum  
Wine Cellar and hallways standing: 80 Maximum  
Back Lawn standing: 300 Maximum  
Entrance Hall seated: 40 Maximum  
Wine Cellar seated: 30 Maximum  
Back Lawn seated and tented: 160 Maximum

**SUBCONTRACTORS:** All designers/decorators, equipment and equipment handlers, entertainment, and photographers must be approved by the HM Events Manager. The CLIENT and its subcontractors are responsible for any loss or damage to HM's property and contents in conjunction with the event. The UNIVERSITY reserves the right, in its sole and absolute discretion, to exclude from HM'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. HM staff reserves the right to monitor the decibel levels of music at any event. The CLIENT shall comply with any request by HM 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 Homewood Museum's 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 Homewood Museum 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. The CLIENT and the CLIENT's photographer may not be in the museum spaces without being accompanied by the HM Events Manager or HM staff. Due to exhibit schedules and plans, however, HM 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 HM Events Manager in advance of the CLIENT's event.

**MUSEUM ARTWORK & EXHIBITS:** The CLIENT recognizes and understands that the HM is a museum, with permanent and changing exhibitions of fine and decorative art and antiques objects on display from permanent and loaned collections. The UNIVERSITY reserves the right to display such objects from time to time in locations within and throughout the HM as determined by the UNIVERSITY. **CLIENT IS EXPRESSLY PROHIBITED FROM MOVING, RELOCATING, RECONFIGURING OR OTHERWISE HANDLING ANY ANTIQUES, ART, OR OBJECTS 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 HM in good order and repair and in vacuum clean condition upon the conclusion of the event, and to abide by all UNIVERSITY policies concerning the use of HM. The CLIENT and the UNIVERSITY agree to jointly inspect the area of HM where the event will take place before and after each use. Should there be any property loss or damage to HM 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, Homewood Museum, 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 Homewood Museum 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 HM as a National Historic Landmark property, the age of which may require emergency care and/or maintenance, from time to time for the preservation of the building and 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 HM ("**Routine Work**") and/or (ii) emergency repair work at the HM ("**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  
HOMWOOD MUSEUM  
THE JOHNS HOPKINS UNIVERSITY**

**GENERAL RULES AND REGULATIONS**

1. The Johns Hopkins University is a smoke-free environment and prohibits smoking in all facilities including Homewood Museum (HM). 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. HM 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 Homewood Museum 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 HM, except service animals.
10. No reflecting pools, wishing wells, tanks, or any other type of large water reservoir is permitted in HM.
11. No one except authorized HM staff is permitted to move any work of art. This includes furnishings in any rooms.
12. All plans for any event are subject to HM approval. The HM 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 HM may refuse unscheduled deliveries and will not accept CODs on behalf of the host or subcontracted vendors.

16. All equipment and décor must be removed from the premises at the conclusion of the event. The HM assumes no responsibility for equipment left on the premises after the conclusion of the event.

## **SPECIFIC RULES AND REGULATIONS BY EVENT LOCATION**

### **Entrance Hall and Wine Cellar Regulations**

1. HM has a strict no open flame policy throughout the Museum. 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 HM.

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. 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.

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.

9. The following rules of conduct must be adhered to in Homewood Museum 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 HM signage.

### **Back Lawn Regulations**

1. Floral decorations may be tied, not affixed in any other way, to the outside railings.

2. All outdoor photography during event time is permitted.