



## VENUE RENTAL AGREEMENT

### ABOUT THE MUSEUM

The Computer History Museum is a California non-profit 501 (c) (3) organization. The mission of the Museum is to preserve and present for posterity the artifacts and stories of the information age. As such, the Museum plays a unique role in the history of the computing revolution and its worldwide impact on the human experience.

### AGREEMENT

This Venue Rental Agreement ("Agreement") is dated as of September 25, 2019, and is made by and between the Computer History Museum ("Museum") and the person or entity specified below as the Rentee ("Rentee"). This Agreement, including the attached Schedules, supersedes all prior discussions and agreements between the Museum and the Rentee concerning the subject matter hereof, and constitutes the sole and entire agreement between the Museum and the Rentee with respect to subject hereof. Additional or different terms proposed by the Rentee and expressed in any form, whenever presented, shall not be binding on the Museum. No modification of the terms hereof shall be effective unless in writing, signed by authorized representatives of the Museum and the Rentee.

This Agreement shall be construed in accordance with, and the law of the State of California hereunder shall govern all disputes. The Superior Court of Santa Clara County and / or the United States District Court for the Northern District of California shall have exclusive jurisdiction and venue over all controversies in connection herewith.

Rentee: National Bureau of Economic Research  
Rentee's principal place of business: 1050 Massachusetts Ave., Cambridge, MA 02138

### 1. BASIC RENTAL PROVISIONS

- |   |   |
|---|---|
| A. Facilities / Rooms to be Used ("Facilities"):                    | Hahn Auditorium and Boole   |
| B. Use Period ("Use Period"):                                       | Tuesday, January 7, 2020 – Wednesday, January 8, 2020<br>6:00AM – 6:00PM                      |
| C. Purpose of Use ("Use"):  | Conference  |
| D. Estimated Attendance:  | 70-80   |
| E. Rental Fee ("Rental Fee"):                                       | \$10, 370 (15% non-profit discount. Regular rate \$12,200)                                    |
| F. Security Deposit ("Security Deposit"):                           | \$1000  |
| G. Amount Due (the "Deposit") Upon Rentee's Execution of Agreement: | \$1000 Security Deposit plus 1 <sup>st</sup> half of rental rate: \$5185<br>Total Due: \$6185 |

### 2. GRANT

For and in consideration of the Rental Fee and the covenants and agreements contained herein, Museum grants to the Rentee and the Rentee accepts from the Museum a license to use the Facilities identified in Section 1.A above, for the Use Period identified in Section 1.B. above.

### 3. RENTAL FEE AND DEPOSIT

A deposit of 50% of the Rental Fee (the "Deposit") is due and payable by the Rentee to the Museum upon the Rentee's execution of this Agreement to secure the Facilities for the Use Period and will be applied as a credit against the Rental Fee. The balance of the Rental Fee is due and payable two (2) days prior to

the commencement of the Use Period. Checks should be made payable to the "Computer History Museum". If a check tendered by or for the Rentee for payment of any sums due under this Agreement is dishonored by the financial institution for any reason, the Rentee shall be subject to a service charge in an amount which is the lesser of (a) \$50.00 and (b) the maximum service charge for returned checks allowed by law. Any Rentee who has not paid the remaining balance of the Rental Fee within two (2) days prior to the commencement of the Use Period shall be denied access to the Facilities.

#### **4. SECURITY DEPOSIT**

The Security Deposit will be \$2500 for full Facilities use and \$1,000 for less than full Facilities use as defined in Section 1.F. of this Agreement. The Security Deposit shall be due and payable to the Museum upon the Rentee's execution of this Agreement. The Security Deposit is security for the full performance of the Agreement provisions on the Rentee's part to be performed or observed, and is not to be regarded as payment of any Rental Fee or charges for Equipment or Services. In the event of a default by the Rentee pursuant to this Agreement, the Museum may, at the Museum's discretion and without notice and whether or not there is a termination of this Agreement, apply the Security Deposit (or a portion thereof) toward payment of sums due from Rentee. Any such action taken by the Museum shall not be a waiver of any of the Museum's other rights and remedies available at law or in equity. The Museum shall not be required to keep the Security Deposit separate from its general funds, and the Rentee shall not be entitled to any interest earned on the Security Deposit. If the Rentee fully complies with all of the Rentee's obligations pursuant to this Agreement, the Security Deposit, or any unapplied balance, shall be returned to the Rentee within ten (10) business days following of the end of the Use Period. Additionally, the Rentee understands that should the use of the Facilities by the Rentee cause additional reasonable expenses to the Museum, such as additional cleaning; additional refuse collection and disposal; repairs to the Facilities or Equipment; or replacement of lost or stolen Equipment; the additional expenses may be deducted from the Security Deposit. If the additional expenses incurred by the Museum exceed the amount of the Security Deposit, the Rentee shall pay the additional amount to the Museum within ten (10) days after receipt of the Museum's invoice therefore.

#### **5. CANCELLATION POLICY**

Should the Rentee cancel the event covered under this Agreement (which cancellation shall be effective only upon the Museum's receipt of a written notice of cancellation from the Rentee) on or before the sixtieth (60<sup>th</sup>) day prior to the commencement of the Use Period, then the Museum shall promptly refund the Deposit and the Security Deposit to the Rentee. Should the Rentee cancel the event covered under this Agreement less than sixty (60) days prior to the commencement of the Use Period, the Deposit shall be retained by the Museum as liquidated damages and the Security Deposit shall be promptly refunded to the Rentee. Should the Rentee cancel the event covered under this Agreement less than thirty (30) days prior to the commencement of the Use Period, the entire Rental Fee shall be retained by the Museum as liquidated damages and the Security Deposit shall be promptly refunded to the Rentee.

#### **6. USE**

The Rentee shall use the Facilities only for the Use identified in Section 1.C. above and for no other purpose, and generally in accord with the manner of use by other Museum users and occupants. The Rentee shall keep the Facilities and any Equipment in good order and repair, and promptly shall notify the Museum of any damage thereto caused by the Rentee, its agents, employees or invitees. The Rentee shall comply with all applicable laws, ordinances and government regulations applicable to the Facilities, as well as with the "Rules and Regulations" attached hereto as Schedule 1. The Rentee shall not damage or misuse the Facilities and shall not cause or permit any nuisance, unreasonable noise, loitering or disruption of other Museum building users or occupants, or do anything, which would injure the reputation of the Museum. The Rentee shall not permit any other entity, individual or organization to use or occupy the Facilities or use the Equipment, if any, without the prior written consent of the Museum. The Museum shall have the right to place reasonable conditions upon any use to which it consents pursuant to this Section.

#### **7. FACILITIES, EQUIPMENT, AND SERVICES**

Any decorations, audio/visual equipment, music, entertainment, additional lighting or event set-up must be approved in advance in writing by the Museum event staff a minimum of two (2) weeks prior to the Use

Period. All such requirements will be defined in the Museum's Event Request Form. Extensive event set up time required may result in additional fees to Rentee. The Rentee is responsible for reasonable expenses incurred for additional Museum, janitorial or security staff required, facilities damages incurred, or for other services not provided by the Museum. The charges for the Equipment and/or Services to be provided by the Museum are due and payable in full to the Museum two (2) days prior to the commencement of the Use Period. If the charges for Equipment and Services are not paid for in advance as required, they will not be provided. The Museum shall use reasonable efforts to ensure that the requested Equipment is in working condition, but the Museum shall have no liability to the Rentee in the event the Equipment is unavailable due to need for repairs or is inoperable. In such event, however, the charges for renting the Equipment for the period of unavailability or inoperability shall be refunded to the Rentee.

#### **8. EXCLUSIVE ALCOHOL BEVERAGE CATERER**

The Museum has an exclusive alcohol beverage catering agreement with CATERED TOO! Rentee is required as a condition of the facility rental contract to use, or to instruct and require the caterer with whom they contract to use CATERED TOO! for any and all alcoholic beverage catering services for any facility rental event. No other alcoholic beverage service is permitted on the premises.

#### **9. MONITORING BY THE MUSEUM**

The Museum or its designee(s) may, without advance notice and without liability, monitor the Rentee's use of the Facilities during the Use Period, and the Rentee shall comply promptly with any reasonable request by the Museum communicated to the Rentee's Representative, shown on the signature page, to act or refrain from acting in a manner which, in the Museum's discretion, is necessary for the Museum's welfare.

#### **10. ASSUMPTION OF RISK; WAIVER OF LIABILITY**

The Rentee, on behalf of itself, its employees, agents and invitees, assumes all risk of theft, loss or damage to property, and, except to the extent caused by the Museum's gross negligence or willful misconduct, injury to persons in or about Facilities from any cause whatsoever. Except for personal injury claims arising from the Museum's gross negligence or willful misconduct, the Rentee, for itself, its employees, agents and invitees, hereby waives all claims for loss, damage or injury against the Museum and its officers, employees, agents, and members.

#### **11. HOLD HARMLESS**

The Rentee shall indemnify, protect, and hold harmless the Museum from and against any and all damages, losses, claims, demands, costs and expenses (including, without limitation, attorney's fees and court costs actually incurred) arising out of or resulting from Rentee's use or occupancy of the Facilities. Notwithstanding the foregoing, the Rentee shall not be required to indemnify or hold harmless the Museum to the extent any such damages, losses, claims, demands or costs are caused by the gross negligence or willful misconduct of the Museum.

#### **12. INSURANCE**

The Museum will not carry insurance for the Rentee's benefit. The Rentee shall obtain, at its own expense, and keep in effect during the Use Period, a policy or policies of commercial general liability insurance having a combined single limit of at least \$1,000,000 and \$2,000,000 general aggregate for bodily injuries or death of persons or property damage occurring in or about the Facilities, which insurance shall (a) name the Museum as an Additional Insured, (b) specifically cover the liability assumed by the Rentee under this Agreement, (c) be issued by an insurance company reasonably approved by the Museum, (d) be primary and noncontributing with any insurance that may be carried by the Museum, and (e) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to the Museum. Prior to its entry into the Facilities, the Rentee shall furnish to the Museum a certificate or certificates evidencing that the required insurance policies are in full force and effect. In the event that the Rentee does not provide certification evidence of such insurance, the Museum reserves the right to deny the Rentee entry into the Facilities.

**13. LIMITATION OF LIABILITY**

The Museum's liability hereunder, if any, is limited to the amount of the Rental Fee and equipment and service charges paid or payable by the Rentee hereunder. In no event shall the Museum be liable for any loss of income or profits, business interruption, or any other financial loss arising out of the use, non-use or unavailability of the Facilities, the equipment or the services, or for any incidental, indirect, special or consequential damages, even if the Rentee has informed the Museum of the possibility of such damages.

**14. WAIVER OF RIGHTS**

No course of dealing between the Museum and the Rentee or any failure or delay in exercising any rights shall operate as a waiver of any rights. No waiver shall be effective unless in writing and signed by an authorized representative of the Museum. Any waiver on one occasion shall not operate as a waiver of any subsequent breach or default. Acceptance of any Rental Fee shall not constitute a waiver by the Museum, regardless of the Museum's knowledge of any breach or default of the Rentee.

**15. LEGAL FEES**

In any action to enforce, or arising out of, this Agreement, the prevailing party shall be entitled to be awarded all court costs and reasonable legal fees incurred.

**16. AUTHORITY**

The Rentee represents and warrants it has authority to enter into and perform under this Agreement, and that the person signing this Agreement for the Rentee has authority to sign and deliver this Agreement. The Museum represents and warrants it has authority to enter into and perform under this Agreement, and that the person signing this Agreement for the Museum has authority to sign and deliver this Agreement.

**17. RULES AND REGULATIONS**

The Rentee shall comply with "Rules and Regulations" attached as "Schedule 1". The Museum reserves the right, upon reasonable prior written notice to the Rentee Representative shown on the signature page, to implement and enforce other and further rules and regulations which, in the Museum's reasonable judgment, may be necessary, appropriate or desirable relevant to the use, entry, operation, management, care, cleanliness and/or good order of the Facilities. Such other or further rules and regulations shall become a part of this Agreement and the Rentee shall comply with such further rules or regulations.

**18. SPECIAL STIPULATIONS**

The "Special Stipulations", if any, are attached hereto as "Schedule 2". To the extent the Special Stipulations conflict with the provisions of this Agreement, including other Schedules, the Special Stipulations shall control.

**19. MISCELLANEOUS PROVISIONS**

- A. All of the Rentee's obligations under this Agreement shall be at Rentee's sole cost and expense.
- B. The Rentee shall at its own expense obtain all licenses and permits required for the presentation of the event in the Facilities.
- C. The Rentee may not assign (directly, by operation of law, or otherwise) this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the Museum. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
- D. The Museum shall not be responsible for any delay or failure in any Services or failure in other performance under this Agreement caused by any fire, lightning, strikes or labor disputes, embargo, explosion, power surge failure or blackout, pest damage, earthquake, volcanic actions, flood, war, civil disturbance, governmental requirement, acts of civil or military authorities or the

IN WITNESS WHEREOF, the parties have executed this Venue Rental Agreement as of the latest of the dates set forth below.

"MUSEUM"

Computer History Museum, a California non-profit corporation

Museum Representative: Valerie Alston, Director of Creative Events

Signature:

Date:

Phone: 650-810-1021

Fax: 650-810-1055

E-Mail: valston@computerhistory.org

"RENTEE"

National Bureau of Economic Research

Rentee Representative: *ROB SHANNON*  
(Please Print)

Signature: *RS*

Date: *9.27.17*

Phone: *617 588 0384*

Fax:

E-Mail: *RSHANNON@NBER.ORG*

## SCHEDULE 1

### **RULES AND REGULATIONS**

#### **I. Use of Facilities**

- A. Artifacts and museum exhibit displays in general circulation areas are not to be moved, altered or covered.
- B. Gambling of any kind is not permitted in or about the facilities. This includes, but is not limited to, the playing of card games for money.
- C. Smoking is not permitted in the facilities.
- D. The Rentee shall not make or permit any excessive noise or odor that is objectionable to other users or occupants of the facilities.
- E. The Rentee shall not cause or permit any nuisance, and shall not disturb, solicit or canvass any occupants of the facilities.
- F. The Rentee is responsible to obtain all permits as may be required by the City of Mountain View.
- G. Prior to the event, the Rentee and all outside vendors are required to schedule a walkthrough with the events staff to make arrangements regarding deliveries, power needs, floor plan, loading areas, and pickup times.
- H. The Rentee and/or the Rentee's caterer is responsible for cleaning the catering prep areas and removal of all trash, debris, and other miscellaneous items generated by their event.

#### **II. Fire and Safety**

- A. Ingress and egress areas, including sidewalks, entrances, lobbies, corridors and stairways of the facilities shall not be obstructed.
- B. The Rentee shall not operate or permit the operation of, any machinery or apparatus in the facilities without prior consent of the Museum.
- C. The Rentee shall not place locks upon any door in the facilities. Upon completion of the Use Period or the termination of the Agreement, the Rentee shall immediately surrender all means of access to the facilities to the Museum.
- D. No explosives, articles deemed hazardous due to flammability, or deemed hazardous under any applicable environmental law, ordinance or regulation shall be brought into the facilities.
- E. Use of candles must be approved by the Museum prior to the event. At minimum, the Rentee and the Rentee's caterer shall comply with Mountain View Fire Department fire-safety regulations.
- F. On-site cooking equipment must be approved by the Museum prior the event and shall comply, at minimum, with Mountain View Fire Department fire-safety regulations.

- G. Floor coverings provided by Rentee or the Rentee's Vendor must be non-slip material and meet the minimum flame spread rating. Suggested material is fire retardant tent material.

### **III. Décor and Equipment**

- A. No signs, placards, pictures, advertisements, names, or notices shall be displayed on any part of the outside or inside of the facilities without the prior consent of the Museum.
- B. No nails or tacks shall be driven into any walls, doors, or structural members of the facilities. No scotch tape, cloth tape, or adhesives may be used on finished surfaces. Only paper masking tape may be used with decorations. Any damage to the walls or paint will be repaired at the expense of the Rentee.
- C. Window coverings other than those provided by the Museum, either inside or outside, may only be installed with the Museum's prior consent.
- D. All decorations and/or equipment brought into the facilities shall be promptly removed at the end of the Use Period.

### **IV. Storage**

- A. Furniture, boxes and other bulky articles shall be brought into and placed in the facilities only with prior consent of the Museum.
- B. The Museum does not provide storage areas, so rental deliveries and pickup must be made the same day as the event unless previously arranged with the events staff. There may be a charge for equipment that is not removed from the museum after the event. The Museum is not responsible for any materials left behind.

**SCHEDULE 2**

**SPECIAL STIPULATIONS**

- The Rental rate is based on a 12-hour period. Should Rentee go over 12-hours the overtime fee is \$400/per hour.

