
AGREEMENT

BETWEEN

SOUTH PARK COMMISSIONERS

AND

ROSENWALD INDUSTRIAL MUSEUM

MARCH 20, 1929

AGREEMENT RELATING TO RESTORATION AND RECONSTRUCTION OF
FINE ARTS BUILDING

This Agreement, Made and entered into this twentieth day of March, 1929, by and between **SOUTH PARK COMMISSIONERS**, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter for convenience also referred to as the "Commissioners"), as party of the first part, and **ROSENWALD INDUSTRIAL MUSEUM**, a corporation not for pecuniary profit organized and existing under the laws of the State of Illinois (hereinafter for convenience also referred to as the "Museum Corporation"), as party of the second part,

WITNESSETH:

WHEREAS, on June 2, 1924, a proposition to authorize the Commissioners to issue bonds to an amount not exceeding Five Million Dollars (\$5,000,000.00) was submitted to and adopted by the legal voters of the South Park District and, pursuant to resolutions theretofore adopted by the Commissioners, the ballot at said election set forth that the bonds were "for the purpose of paying for the restoration of the exterior of the Fine Arts Building, situated in Jackson Park, and to reconstruct the interior of said Fine Arts Building in such a manner as to permanently preserve the said structure and render the interior suitable for Convention and Assembly Halls, and Industrial Museum and School of Industrial Arts, Women's Memorial Hall, Athletic, Art and Social Centers, Museum of Architecture and Sculpture, and such other uses advantageous to the public interest, as shall be practicable";

WHEREAS, on April 23, 1926, the Supreme Court of Illinois adjudged the proposed issue and sale of said bonds duly authorized, legal and valid;

WHEREAS, Rosenwald Industrial Museum is an Illinois

corporation organized on September 16, 1926, and existing not for pecuniary profit but "to acquire, construct, manage, control, maintain and operate an industrial museum and to do all acts and things and perform all the functions in any-wise pertaining to the establishment, maintenance or operation of museums or concomitant institutions relating in any way to industrial enlightenment or the development and progress of industry and science";

WHEREAS, the Commissioners, for the public benefit, are desirous of restoring the exterior and reconstructing the interior of said Fine Arts Building in the manner authorized as aforesaid for use as an Industrial Museum and the Museum Corporation is desirous of acquiring the said building, as, and deems it, a suitable site for its purpose;

WHEREAS, Julius Rosenwald, of Chicago, Illinois, has agreed to contribute Three Million Dollars (\$3,000,000.00) to the Museum Corporation, conditioned upon the allocation to it of this site and the restoration and reconstruction of the said building in accordance with the terms of this agreement;

WHEREAS, the use of said building as an industrial museum is advantageous to the public interest and is a practicable use of said building and will require occupancy by the Museum Corporation for museum purposes of said entire building and of certain area appurtenant thereto;

WHEREAS, the parties hereto are desirous of carrying into effect the project for the establishment and maintenance of an industrial museum in said Fine Arts Building;

Now, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is hereby covenanted and agreed by and between the parties hereto as follows:

ARTICLE FIRST.

The Commissioners shall, and do hereby, allocate and furnish as a site for such industrial museum, without charge for rental or otherwise, the following described lands in the City of Chicago, County of Cook and State of Illinois, to wit:

That portion of Jackson Park (including therein the Fine Arts Building) bounded on the north by the south line of Fifty-Seventh (57th) Street, extended east, and on the south by the south line of Fifty-Ninth (59th) Street, extended east, and on the west by the east line of Stony Island Avenue, and on the east by Lake Michigan, which is enclosed in yellow lines on the plat hereto attached (which plat, marked "Exhibit A", is hereby expressly referred to and by such reference made a part of this agreement to the same extent as though embodied in this Article First), reserving, however, to the Commissioners the right at any time to widen the roadway, designated on said plat as "North Circuit" to a width of not exceeding one hundred (100) feet, and for such purpose to take a strip of the necessary width from that part of said lands immediately adjoining said roadway on the west;

together with the privileges and easements thereunto pertaining; and said lands and the building or buildings now or hereafter to be constructed thereon may be forever used, managed, operated and controlled by the Museum Corporation for the objects and purposes of an Industrial Museum; and the Museum Corporation shall and hereby agrees, if the said building is restored and reconstructed as hereinafter provided, to maintain and operate therein an industrial museum.

Nothing in this agreement contained shall be deemed to permit any building (except the said Fine Arts Building) to be constructed upon any part of the lands allocated as aforesaid, without the express written authorization of the Commissioners.

ARTICLE SECOND.

So long as the Museum Corporation maintains and operates an industrial museum on said site, said site and the area surrounding it for a distance of nine hundred feet in all directions from the point marked "A" on said plat will be kept by the Commissioners free and clear of all buildings (except such as now exist and the Fine Arts Building as restored and reconstructed).

ARTICLE THIRD.

The Fine Arts Building as restored and reconstructed may be known as Rosenwald Industrial Museum, or by such other name, subject to the approval of the Commissioners, as the Museum Corporation shall determine.

ARTICLE FOURTH.

The Commissioners shall issue and sell such portion of the bonds authorized as aforesaid as in their discretion may yield a sum adequate for the restoration of the exterior of the said building; and shall cause plans and specifications for the restoration of the exterior of the said building to be completed in final form and shall obtain bids thereon and shall proceed forthwith, and in no event later than June 1, 1929, to award and enter into a contract or contracts for such restoration of the exterior of said building with all reasonable dispatch.

At such time as the Commissioners deem it advisable the Commissioners shall issue and sell the remainder, if any, of said authorized bonds and, when thereunto requested by the Museum Corporation, shall cause plans and specifications for the reconstruction of the interior of said building for use

as an industrial museum to be completed in final form and shall obtain bids thereon and shall proceed forthwith to award and enter into a contract or contracts for such reconstruction of the interior of said building with all reasonable dispatch.

The Commissioners shall, and hereby agree to, apply the entire net proceeds (that is to say after deduction of attorneys' fees, printing, advertising and other costs of issuance) of the sale of said bonds, first, to the cost of the restoration of the exterior of said building, and second, to the payment of fees to Graham, Anderson, Probst & White, architects, for all their services relating to said entire building, and third, so far as the said net proceeds shall extend, to the cost of reconstruction of the interior of said building.

ARTICLE FIFTH.

The Museum Corporation shall, and hereby agrees to, pay the balance of the cost of the reconstruction of the interior of the said building remaining unpaid after the application by the Commissioners of the entire proceeds of the said bonds in accordance with the foregoing Article Fourth. The liability to make such payment is expressly dependent upon and subject to the following terms and conditions:

(a) Wherever reference is made in this agreement to plans and specifications, this shall be held to mean plans and specifications prepared by Graham, Anderson, Probst & White, architects; and wherever architects are herein referred to, this shall be taken to refer to the said architects;

(b) The plans and specifications for the restoration of the exterior and the plans and specifications for the reconstruction of the interior of said building, and any contract for such restoration and reconstruction, or any part thereof, shall be approved by the Museum Corporation, as well as by the Commissioners, and no con-

tract or undertaking for such restoration or reconstruction shall be entered into without the express written consent thereto by the Museum Corporation:

(c) Payment of the proceeds of said bonds applicable to the cost of the restoration of the exterior of said building and applicable to the extent hereinbefore set forth to the cost of the reconstruction of the interior of said building shall be made from time to time only upon architects' certificates; and payments for additions, alterations or extras not covered by the original contract or contracts for restoration or reconstruction shall be made upon architects' certificates and the joint order of the Commissioners and the Museum Corporation;

(d) With respect to any services rendered, labor done or material or supplies furnished, for the payment of which by the conditions hereof the approval or consent of the Museum Corporation is required, the Commissioners shall, in inviting bids or estimates for such services, labor, material or supplies, notify the person or persons bidding upon or furnishing the same that such approval or consent will be a condition of payment; and

(e) Said entire building may be used as an industrial museum and the Museum Corporation shall not be required to accept less than the entire building.

ARTICLE SIXTH.

The Museum Corporation shall have the sole management, charge, control and operation of the said building and premises (including, but without any limitation or restriction upon the foregoing, the hiring and discharging of all employees, the purchasing of all materials and supplies and all other matters relating to or connected with the Museum), and the Museum Corporation shall maintain and operate said building as an industrial museum, and, in the operation thereof, may, with the approval of the Commissioners, make such alterations in the interior of the building (but not in the exterior thereof) as may from time to time be deemed by the Museum Corporation necessary or desirable to ren-

der the building better adapted for use as an industrial museum. The Museum Corporation shall at all times hold the Commissioners harmless and indemnified from and against any and all loss, cost or expense arising from or by reason of the operation of said Industrial Museum, including any loss, cost or expense occasioned by injuries to persons occurring in the operation of the Museum.

Nothing herein contained shall be construed to deprive the Commissioners of the police jurisdiction over Jackson Park (including the said premises) by law vested in the Commissioners.

ARTICLE SEVENTH.

Subject to compliance with the provisions of the statutes of the State of Illinois, from time to time in force, relating to museums in public parks respecting free days for the public and admission fees to be charged, the Museum Corporation may charge admission fees and the proceeds of all such admission fees shall be devoted exclusively to the maintenance of the Museum.

ARTICLE EIGHTH.

The parties hereto shall apply to the General Assembly of the State of Illinois to amend the law entitled "An Act Concerning Aquariums and Museums in Public Parks" (approved June 17, 1893; in force July 1, 1893; as amended) or otherwise to enact appropriate legislation, so as to provide for an increase in the amount of taxes which the Commissioners are now authorized annually to levy and, when such authorization is granted, the Commissioners shall, each year, out of the taxes levied by them contribute toward the expense of maintaining and caring for said Industrial Mu-

seum, and the buildings and grounds thereof, an amount determined as follows: On or before the first day of June in each year, the Museum Corporation shall furnish the Commissioners a detailed statement of the estimated expenses for such year for the maintenance and care of said Industrial Museum, and the buildings and grounds thereof, and the Commissioners shall levy a tax for the total amount thereof and pay such amount to the Museum Corporation for such year, provided, however, that the Commissioners shall not be required to contribute for any year an amount greater than the amount realized from a tax of one cent on each One Hundred Dollars (\$100) of the full assessed value of taxable property embraced in the South Park District, according to the valuation of the same as made for the purpose of state and county taxation by the general assessment last preceding the time when such tax is levied; it being understood that said limitation of one cent is based upon the computation that, upon the existence of three museums (inclusive of the Rosenwald Industrial Museum) and an aquarium and of an authorized levy of four cents on each One Hundred Dollars (\$100) of full assessed value, as aforesaid, each museum or aquarium shall receive an equal share. The Museum Corporation shall, out of its own resources, supply any amounts required for the maintenance and care of the Museum in excess of the funds realized from admission fees and said contributions by the Commissioners.

ARTICLE NINTH.

The term "Fine Arts Building" or "building", wherever used in this agreement, shall be taken to refer to and embrace the principal building and the two pavilions thereof as a unit.

ARTICLE TENTH.

The five members of the South Park Commissioners, from time to time occupying the office of members, shall be ex-officio trustees of the Museum Corporation, and the Museum Corporation shall, by appropriate corporate action, make provision accordingly.

ARTICLE ELEVENTH.

This agreement shall be binding upon or enure to the benefit of (as the case may be) not only the parties hereto but also their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be hereto affixed, all as of the day and year first above written.

SOUTH PARK COMMISSIONERS,
By EDWARD J. KELLY,
President.

(CORPORATE SEAL)

Attest:

M. E. CONNELLY,
Secretary.

ROSENWALD INDUSTRIAL MUSEUM.
By SEWELL L. AVERY,
President.

(CORPORATE SEAL)

Attest:

LEO F. WORMSER,
Secretary.