



Sent on: January 22, 2019  
GARDINER MUSEUM USE AND SERVICE AGREEMENT

Date	Start Time*	End Time*	Room	Room Rental
September 26, 2019	4pm	12midnight	Terrace Room	\$3500.00

**CLIENT**  
**Economics of AI Conference**  
**National Bureau of Economic Research**  
**1050 Massachusetts Ave**  
**Cambridge, MA**  
**02138**

<b>ATTENTION</b>	Carl Beck 617-588-0380
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<b>NUMBER OF GUESTS</b>	Approx. 100
<b>EQUIPMENT/SPECIAL REQUIREMENTS &amp; SERVICE CHARGES:</b>	
<b>CATERING COMPANY CONTRACTED:</b>	The Food Dudes
<b>RENTAL CHARGES:</b> (Inclusive of standard security)	\$3500.00
<b>TOTAL VENUE RENTAL CHARGES:</b>	\$3500.00
	Exclusive of charges & applicable taxes for Equipment/Special Requirements and Hospitality, extra Security, Facilities and Services Charges which are to be determined

(\* ) The 'Start Time' represents the time in which the client and their vendors will have access to the spaces indicated. The 'End Time' represents the time in which the client and their vendors must fully vacant the spaces indicated, and the Gardiner Museum in general.

**ADDITIONAL TERMS AND CONDITIONS:**  
The terms and conditions (on the following pages hereof/hereto) are included in this GARDINER MUSEUM Event and Services Agreement

Charges related to Equipment/Special Requirements and Estimated Hospitality and Service Charges to be provided under separate cover once mutually agreed upon by GARDINER MUSEUM and the Client.

All Hospitality and Service Charges are to be settled directly with the caterer. A Landmark fee of 15% shall be applied to all final catering invoices and remitted to the Gardiner Museum.

HST No: 10808 2900 RT0001

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## THE GARDINER MUSEUM TERMS AND CONDITIONS

1. The Gardiner Museum of Ceramic Art ("GARDINER") agrees to make available to **Economics of AI Conference** (the "Client"), the Location(s), Hospitality and Services and the Equipment/Special Requirements specified, if any, for the Event, on the Date(s) and Time(s) and for the confirmed number of invitees specified, in accordance with and subject to the terms and conditions of this Agreement.

2. The Space Rental Charges specified above shall be paid by the Client in full, on or before **Feb 5, 2019**. All payments pertaining to Venue Rental should be directed to the attention of **Michael Orlando – Senior Manager, Operations**.

The Client shall pay the GARDINER in Canadian currency via VISA, MasterCard, American Express, certified cheque, money order, or cash for all charges incurred pursuant to this Agreement. The Client agrees that they shall be responsible for the payment of all taxes pursuant to this Agreement.

3. If the Client cancels this Agreement for any reason, the Client shall be responsible for any and all costs or expenses incurred by the GARDINER as a result of such cancellation. Without limiting the generality of the foregoing, the minimum amount of liquidated damages payable by the Client to the GARDINER as a result of such cancellation, and as a genuine estimate of damages, shall be equal to, if the Client notifies the GARDINER of cancellation:

- (a) Up to 31 days prior to the commencement date of the Event, the Client will be refund all labour related costs (security/housekeeping). The Venue Rental fee any Special Requirements Charges paid shall be retained by the GARDINER;
- (b) 30 or fewer days prior to the commencement date of the Event, all fees already paid (including 100% of the Venue Rental fee, security/housekeeping charges and any Special Requirements Charges) shall be retained by the GARDINER
- (c) If the renter wishes to move the date of the booking, the GARDINER reserves the right to allow or not allow this on a case-by-case basis. If the GARDINER permits the movement of the booking, and it is greater than 31 days prior to the event date, the client agrees to pay a fee of 50% of the rental related charges (which doesn't include labour related costs) as a penalty. If it is 30 or less days prior to the event date, client agrees to pay 100% of rental related charges (which doesn't include labour related costs)

4. The GARDINER may adjust the prices quoted on the face of this Agreement at any time in the event that the Client makes any changes to the services, facilities and/or equipment required for the Event. The Client acknowledges that any charges for services, including security, housekeeping, front desk staff and technicians, may be changed upon reasonable notice to the Client by the GARDINER if rates payable by the GARDINER for these services change. The Client agrees to pay to the GARDINER any such increased charges upon receipt of the invoice for such charges. The Client agrees to pay additional rental charges together with any additional costs or expenses incurred by the GARDINER if the period of the Event extends longer than the specified Time(s).

5. The Client shall conduct the Event so as to not interfere with other activities carried on at the GARDINER's premises. If the GARDINER determines that the Event may result in civil commotion, damage to the GARDINER, its reputation, its property or property on loan and/or harassment of the patrons or staff of the GARDINER, the GARDINER may terminate the Agreement immediately. The GARDINER shall not be liable for any claims, actions, damages, losses, liabilities or expenses (whether direct or indirect, special or consequential) ("Claims") resulting from any such termination.

6. The GARDINER shall not be liable for any Claims, illness or injury sustained by the Client or any person, firm or corporation arising out of, as a result of, or relating in any manner whatsoever, to the Event except where such Claims, illness or injury results from any breach by the GARDINER, its directors, officers or employees, its representatives or agents (the "GARDINER personnel"), of its obligations hereunder. The Client agrees to indemnify and hold harmless the GARDINER and GARDINER Personnel from any damage (except reasonable wear and tear) done to the GARDINER's property or property on loan to the GARDINER caused by the Client, its directors, officers, employees, agents, invitees, contractors or any other person, firm or corporation retained by the Client to perform services in connection with the Event, and any and all Claims of whatever nature arising out of, as a result of, or relating in any manner whatsoever to, this Agreement or the Event, except where any Claim results from an act of omission by the GARDINER or GARDINER personnel. Notwithstanding anything herein set forth, in no event shall the GARDINER be liable in contract, tort or otherwise for any special, punitive, consequential, incidental, indirect or contingent damages whatsoever and in no event shall the GARDINER's liability hereunder exceed the actual amounts paid by the Client to the GARDINER under this Agreement. The Client acknowledges inspecting the location(s) specified and agrees they are suited for the Event. Any consent given by the GARDINER under the Terms of the Agreement (or Otherwise) shall not relieve the Client from its original obligations under this section.

7. In the event a "Force Majeure" outside the reasonable control of the GARDINER forces the GARDINER to delay the Event, such a failure to hold the Event on its originally scheduled date shall not be treated as a breach of this Agreement, provided the GARDINER uses its reasonable efforts to reschedule the Event as soon as practicable. For purposes of the Agreement, the term "Force Majeure" shall mean wars, riots, acts of God such as floods, fires, earthquakes, labour disputes or any other matter which is beyond the reasonable control of the party whose performance is delayed, prevented, restricted or interfered with in spite of such party's reasonable efforts, then such party shall not be responsible for any delay or failure of performance of this Agreement for such length of time, provided however that (a) such party gives the other party notice of the occurrence of such cause or circumstance as soon as practicable, (b) such party takes reasonable steps to avoid or remove such cause or circumstance of non-performance, to the extent practicable, (c) such party continues performance whenever and to the extent such cause or circumstance is removed, and (d) such party gives the other party notice as soon as practicable of cessation of such cause or circumstance. Despite the foregoing, in case a Force Majeure situation continues for more than seven days, either party may terminate this Agreement at any time hereunder by giving written notice to the

## THE GARDINER MUSEUM TERMS AND CONDITIONS

other party in which case each party shall be released from its obligations in this Agreement. If a Force Majeure results in the GARDINER having to cancel the Event, or delay the Event beyond such seven day period and the delay is unacceptable to the Client for whatever reason, the Client shall be entitled to the return of all monies previously paid to the GARDINER, and shall be released from any other obligations under the Agreement.

8. Signage and promotional materials shall not be attached or affixed in any manner to columns, walls, floors, ceilings, furniture or other physical structures or chattels situated at the GARDINER's premises without the GARDINER's prior written consent. The Client shall not use any signage or promotional materials in public areas of the GARDINER's premises during GARDINER business hours. Distribution of adhesive stickers or labels is strictly prohibited. All unauthorized Client signage or promotional material will be removed and discarded at the Client's expense. If the client's event has an excessive amount of waste (be that food, other supplies etc.), The Gardiner reserves the right to schedule an additional waste pick-up the day after the event, at the clients cost. If you are unsure what constitutes 'excessive', please consult with your selected caterer.

9. The Client agrees that the Event will be restricted to the Location(s) specified. The Client agrees to comply, and to cause all of their directors, officers, employees, agents, invitees and contractors to comply with (i) all rules and regulations of the GARDINER concerning the use of the GARDINER's property including, without limitation, those rules and regulations set forth below and (ii) the laws, ordinances, rules and regulations of all applicable governmental authorities relating to the Event. The Client agrees to comply with instructions of GARDINER Personnel concerning the use of the GARDINER's property during the period of the Event.

- a) Smoking is not permitted on the GARDINER's indoor premises;
- b) Except as expressly provided in the Agreement, food and beverages are restricted to the Location(s) specified by the GARDINER
- c) Parking is not permitted on GARDINER property

10. The Client shall not remove, or disturb in any manner whatsoever, any of the GARDINER's fixtures, signage, artifacts and appurtenances.

11. The GARDINER and/or the GARDINER's preferred caterers maintain a list of credible and professional vendors. These recommendations are available upon request. Any recommendation does not constitute a binding endorsement, and the Client must contract these vendors.

The GARDINER and/or the GARDINER's preferred caterers will co-ordinate and finalize all rental requirements based on the Client guest confirmation given TEN (10) business days prior to the Event.

Any non-preferred supplier/vendor contracted directly by the Client must supply the GARDINER with an insurance certificate naming the GARDINER as additional insured.

12. No electrical, lighting or special effects equipment, or decoration, may be brought into the GARDINER's premises without the GARDINER's prior written consent.

13. The GARDINER shall not be responsible for the safekeeping of the property of the Client, its directors, officers, agents, invitees, employees or contractors left on the GARDINER premises prior to, during or following the Event.

14. The GARDINER shall in good faith consider a request, provided to the GARDINER in writing no less than ten (10) business days prior to the Event to amend this Agreement to provide for a change in the scope of the Event. The Client agrees to pay any increased charges resulting from any such amendment.

15. The Client shall not in any manner use the styles "The Gardiner Museum of Ceramic Art" or "GARDINER" or any other trademarks, tradename styles (registered and unregistered), owned, licensed to or used by the GARDINER (or any trademarks, tradename styles or designations similar thereto) or make reference, in any matter whatsoever, to the GARDINER other than as a venue for the Event. Filming, video-taping and photography of the Event, GARDINER property and/or GARDINER personnel is strictly prohibited without the GARDINER prior consent.

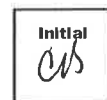
16. The Client will be allowed access the GARDINER's shipping and receiving loading dock to facilitate off and on-loading of their equipment at times agreed to by the GARDINER. The Client, their agents, employees, directors, officers, contractors and invitees shall enter the GARDINER's premises only at such points of entry designated by the GARDINER to the Client.

17. The GARDINER reserves the right in good faith with immediate written notification to substitute the meeting or function rooms specified in this Agreement with other meeting or function rooms within the GARDINER's premises. The substitution will be made only in the event of space damage or disruption to the extent to preclude the use of the specified Location (s) and shall be subject to the Client's approval of the substitution. The Client agrees that any such substitution shall not affect the amounts payable by the Client hereunder and the Client agrees to use such substituted space subject to and in accordance with the terms and conditions provided herein.

18. Only GARDINER authorized personnel will be allowed to access the GARDINER's equipment, including electrical, mechanical and audio visual.

19. An integral part of the GARDINER's business is the display of objects and artifacts in public spaces that may include spaces available for event and function rental by clients. It is possible that there will be objects and artifacts in these spaces during client events. The GARDINER reserves the right to change these displays as they see fit.

20. The Agreement constitutes the entire Agreement between the GARDINER and the Client. There are no representations, warranties, conditions or agreements among the parties in connection with the subject matter of the Agreement except as expressly provided herein. No provision of Agreement may be amended or waived except in writing.



THE GARDINER MUSEUM  
TERMS AND CONDITIONS

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THE GARDINER AND THE CLIENT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT  
THIS January 22, 2019

THE GARDINER MUSEUM OF CERAMIC ART

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Economics of AI Conference

Signed: Carl Beck

Name: CARL BECK

Title: Director of Conferences

*I (we) have the authority to bind the company (organization)*

CREDIT CARD INFORMATION:  
(VISA / MasterCard / American Express)

3782 628678 8227  
Card Number

02/21  
Expiry Date

CARL BECK  
Cardholder

Carl Beck  
Signature for Authorization

Initial