

THIS AGREEMENT

Made this 10<sup>th</sup> day of November, 1953, by and between the Newark Public Library of Newark, New York, a New York State Corporation organized under the Education Laws of said State, hereinafter referred to as the "Library", and John Donald Frey, of Rochester, New York, and the Lincoln Rochester Trust Company of Rochester, New York, as Trustees under the last Will and Testament of Jennie D. Hoffman, deceased, and as Trustees for the Augustus L. Hoffman and Jennie D. Hoffman Foundation, hereinafter referred to as the "Foundation", WITNESSETH:

WHEREAS, the Foundation has a collection of antique clocks, coins, books, furniture and other items left by the said Augustus L. Hoffman, deceased, and the said Jennie D. Hoffman, deceased, for display purposes in the Village of Newark, New York, and the Library is willing to provide space for said collection;

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter contained on the part of each of the parties hereto to be performed, the Library and the Foundation do hereby covenant and agree as follows:

1. The Library shall furnish an exhibit area on the main or first floor of the Library building located at the corner of High and Mason Streets in the Village of Newark aforesaid, and a separate storage space in the basement of said Library which is to be so constructed that the same may be locked, the location of the exhibit area and the storage space to be in accordance with plans prepared by Waasdorp & Northrup, Architects, reference being had to said plans which are hereby made a part of this Agreement by such reference.

2. The Library shall maintain the exhibit area, furnishing all necessary janitor service and ordinary care and shall have general supervision of the displays.

3. As soon as the exhibit space and storage space have been completed, the Foundation will turn over to the Library for display purposes certain of the above mentioned antique clocks, coins, books, furniture and other items.

4. The Foundation shall supply adequate show cases for display purposes and shelving for storage purposes and shall keep the same in repair and property decorated.

5. The Foundation shall pay to the Library the sum of Three thousand Dollars (\$3,000.00) annually to assist in defraying the cost of maintenance, supervision and general upkeep of these displays, said sum to be paid in four equal quarter-annual installments of Seven hundred, fifty Dollars (\$750.00) each.

6. The Foundation shall provide a curator to catalog the various items making up the display and to assist and instruct the library personnel in planning and arranging the display in the exhibit area and also to consult with and assist the library personnel from time to time until a general pattern of a revolving display is established satisfactory to the Foundation and the Library.

7. It shall be the responsibility of the Foundation to provide for necessary repairs and upkeep of the articles on display and to keep the clocks which are a part thereof in a proper condition to display. It shall also be the responsibility of the Foundation to keep all items of the collection adequately insured against loss or damage by fire or theft to an extent deemed to be

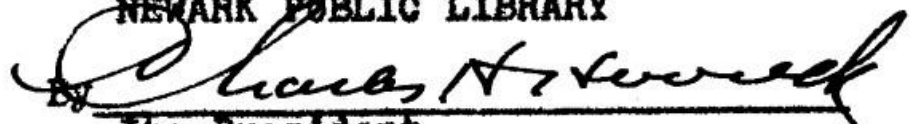
sufficient to save harmless both said Library and said Foundation from any liability for damages or loss to such articles not due to the gross negligence of either said Library or said Foundation.

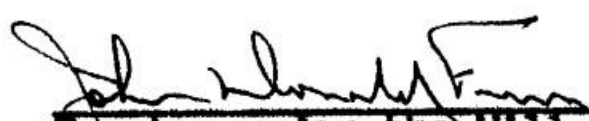
8. It is mutually agreed that this Agreement will be subject to review by the parties hereto fifteen (15) years from the date hereof.

9. It is mutually agreed that the covenants and conditions herein contained shall apply to and be binding upon the successors and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the said Newark Public Library has caused these presents to be executed by its certain officer, duly authorized thereto, and its seal to be hereunto affixed by like authority, and the said John Donald Frey, as Trustee aforesaid, has hereunto set his hand, and the said Lincoln Rochester Trust Company, as Trustee aforesaid, has caused these presents to be executed by its certain officer, duly authorized thereto, and its seal to be hereunto affixed by like authority, the day and year first above written.

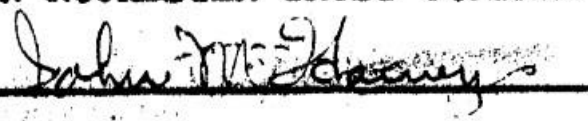
NEWARK PUBLIC LIBRARY

  
Its President

  
Trustee under the Will of Jennie D. Hoffman, deceased, and Trustee for the Augustus L. Hoffman and Jennie D. Hoffman Foundation.

LINCOLN ROCHESTER TRUST COMPANY

By

  
Its  
Trustee under the Will of Jennie D. Hoffman, deceased, and Trustee for The Augustus L. Hoffman and Jennie D. Hoffman Foundation.