Appendix 2, Part 1: Map of Mansion Location

[Map showing the location of the mansion and surrounding areas, with markers for entrance to park and on-site parking.]
Licensed Area includes:
- Mansion Orchard and Garden
- Patio and Yard Space
- Parking Spaces along driveway

Licensed Area does not include any land outside of Mansion’s demise premise.
Concession Recognition Agreement
[Historic Strawberry Mansion]

This Concession Recognition Agreement ("Agreement"), dated as of the ______ day of ______________, 2017 is made by The City of Philadelphia, a corporation and body politic existing under the laws of the Commonwealth of Pennsylvania ("City"), The Committee of 1926 a Pennsylvania non-profit corporation (the "Committee" or “Lessee”), and ___________________________ a Pennsylvania corporation.

BACKGROUND

A. The City, as landlord, and the Committee, as tenant, are parties to a Lease Agreement ("Lease") dated April 9, 1930 and amended February 6, 1980 for land and improvements ("Premises") described in Exhibit A, which is attached to this Agreement. The "Premises" consists of the historic Strawberry Mansion and gardens.

B. The Committee issued a Request for Proposals for the Management and Operation of Event Planning and Catering on ___________________________. The Committee awarded the contract to ___________________________ (the "Concessionaire") for a term of 5 years with one 5 year renewal upon mutual agreement of the Committee and the Concessionaire. The Exclusive Catering Agreement is executed upon this same date and is attached as Exhibit B.

C. The City, the Committee, and the Concessionaire desire to set forth certain agreements which they have made that relate to the Lease.

NOW THEREFORE, the City, and the Committee, and the Concessionaire intending to be legally bound, agree as follows:

1. The City, in its capacity as the landlord under the Lease, consents to and approves the execution and delivery of the Exclusive Catering Agreement.
2. If the Lease expires, or if the Lease is terminated or surrendered, whether voluntarily or involuntarily, by the City, by operation of law or otherwise, prior to the expiration of the Term (as defined in the Exclusive Catering Agreement) of the Exclusive Catering Agreement, then so long as the Exclusive Catering Agreement remains in effect in accordance with its provisions and has not been terminated, surrendered, or otherwise ended, the City, for itself, its successors and assigns, including any subsequent lessee of the Premises ("Subsequent Lessee") and any subsequent holder of any interest of the landlord under the Lease (a "Subsequent Holder"), by this Agreement covenants with and for the benefit of the Concessionaire that:
Appendix 3, Page 2

a) the Exclusive Catering Agreement and all rights and obligations created under the Exclusive Catering Agreement shall remain in full force and effect;

b) the City and all Subsequent Lessees and Subsequent Holders shall recognize and give full effect to the Exclusive Catering Agreement and the Concessionaire’s rights and obligations under the Exclusive Catering Agreement;

c) whichever of the City, any Subsequent Lessee, or any Subsequent Holder becomes the holder of the interest of the lessee in the Exclusive Catering Agreement (“Successor Lessee”) will be in direct privity of estate and contract with the Concessionaire under the Exclusive Catering Agreement with the same force and effect as though the Exclusive Catering Agreement was originally made by the Successor Lessee with the Concessionaire; and

d) upon the expiration, termination, or surrender of the Lease, the Successor Lessee will be bound by the provisions of the Exclusive Catering Agreement, with the same force and effect as if the Successor Lessee were the Committee under the Exclusive Catering Agreement, but the Successor Lessee will not be liable to the Concessionaire for any liabilities or other obligations of the Committee, existing or contingent, under the Exclusive Catering Agreement which arose prior to the expiration, termination or surrender of the Lease.

3. Upon the expiration, termination, or surrender of the Lease, the Concessionaire, for itself, its successors and assigns, shall remain bound by and shall comply with all the provisions of the Exclusive Catering Agreement and shall attorn to and to recognize the Successor Lessee under the Exclusive Catering Agreement for the balance of the Term of the Exclusive Catering Agreement, subject to the provisions of the Exclusive Catering Agreement.

4. The City shall not be liable to the Concessionaire for any failure of a Subsequent Lessee or a Subsequent Holder to comply with the provisions of this Agreement or the provisions of the Lease or the Exclusive Catering Agreement (except to the extent that the City is a Subsequent Owner or a Subsequent Holder).

5. This Agreement inures to the benefit of, and is binding upon, the City, the Committee, the Concessionaire, and their respective successors and assigns.

6. This Agreement does not affect or waive any failure by the Concessionaire to comply with all the provisions of the Exclusive Catering Agreement. The Successor Lessee may exercise all rights and remedies of the lessee under the Exclusive Catering Agreement, in accordance with the Exclusive Catering Agreement, upon the Concessionaire’s failure to comply with all the provisions of the Exclusive Catering Agreement.

7. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to choice of law provisions.
8. Despite any other provision of this Agreement, this Agreement and the City's recognition of the Exclusive Catering Agreement under this Agreement do not obligate the City to appropriate or spend money at any time.

9. Any copy of this Agreement executed with original signatures is an original of this Agreement for all purposes. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute a single instrument.

[Remainder of page intentionally left blank. Signature page follows.]
IN WITNESS WHEREOF, the City, the Committee, and the Concessionaire have caused this Agreement to be executed as of the date stated in the preamble.

APPROVED AS TO FORM:
Sozi Pedro Tulante
City Solicitor

THE CITY OF PHILADELPHIA,
DEPARTMENT OF PARKS AND RECREATION

Per: ____________________________
Deputy City Solicitor
City of Philadelphia Law Dept.

By: ____________________________
Kathryn Ott Lovell
Commissioner

THE COMMITTEE OF 1926

By: ____________________________
Executive Director

By: ____________________________
President

CONCESSIONAIRE

By: ____________________________
Name:
Title:

Attest: __________________________
Name:
Title:
STATE OF PENNSYLVANIA: :ss
COUNTY OF PHILADELPHIA:

On this, the ______ day of ____________, 2017, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared ________________ who acknowledged himself/herself to be the Commissioner of the Department of Parks and Recreation of THE CITY OF PHILADELPHIA, a corporation and body politic existing under the laws of the Commonwealth of Pennsylvania, and that he/she, being authorized to do so, executed the foregoing Concession Recognition Agreement on behalf of THE CITY OF PHILADELPHIA as the Commissioner of Parks and Recreation.

IN WITNESS WHEREOF, I set my hand and Notarial seal below.

My Commission Expires:

__________________________________________

NOTARY PUBLIC

[NOTARIAL SEAL]
STATE OF PENNSYLVANIA:

COUNTY OF PHILADELPHIA:

On this, the _______ day of _________________, 2017, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared __________________________ who acknowledged himself/herself to be the ___________________________ of _____________________________ ________and that he/she, being authorized to do so, executed the foregoing Concession Recognition Agreement on behalf of _____________________________ ________, as____________________________.

IN WITNESS WHEREOF, I set my hand and Notarial seal below.

My Commission Expires:

______________________________  ________________________________

NOTARY PUBLIC

[NOTARIAL SEAL]
STATE OF PENNSYLVANIA:  
COUNTY OF PHILADELPHIA:

On this, the ______ day of _________________, 2017, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared ___________________ who acknowledged himself/herself to be the ___________________ of THE COMMITTEE OF 1926, a Pennsylvania non-profit corporation and that he/she, being authorized to do so, executed the foregoing Concession Recognition Agreement on behalf of THE COMMITTEE OF 1926 as ___________________.

IN WITNESS WHEREOF, I set my hand and Notarial seal below.

My Commission Expires:

__________________________  __________________________
NOTARY PUBLIC

[NOTARIAL SEAL]
Exhibit A

THIS AGREEMENT OF AMENDMENT, Made this 6th day of June, A.D. 1980, by and between CITY OF PHILADELPHIA acting through FAIRMOUNT PARK COMMISSION, hereinafter called "City", and WOMEN'S COMMITTEE OF 1926, hereinafter called "Licensee";

WITNESSETH

WHEREAS, by Agreement dated April 9, 1930, Licensee was granted a license by City to occupy, furnish and use premises known as Strawberry Mansion, located at Strawberry Mansion Drive in East Fairmount Park, as an Historical Museum Tour House, the furnished museum rooms of which shall be opened for public exhibition; and

WHEREAS, City has determined that the scope of Licensee's duties has been enlarged to provide that the Historical Museum Tour House shall be open to the public on a regular schedule, which schedule shall be coordinated and approved by City; and

WHEREAS, Licensee has agreed to assume said new duties provided that City agrees to pay the cost of all utilities consumed on the demised premises; and

WHEREAS, it is necessary to amend the aforesaid agreement to reflect such a change.

NOW, THEREFORE, the parties hereto intending to be legally bound hereby, mutually covenant and agree:

1. That the aforesaid contract shall be amended to include the following paragraph:

"6. The Historical Museum Tour House shall be open to the public and staffed on such days and during such hours as shall be coordinated and approved by City, in order to provide a tour package complementary to and consistent with the other Historical Museum Tour Houses. In consideration for these services, City shall pay all rents and/or other charges for all utilities, including electric, gas, water and sewer, and heating fuel, consumed on
the demised premises; provided, however, that City
reserves to itself the exclusive right to procure
heating fuel for the demised premises through
regular City procurement procedures."

2. That the aforesaid contract shall be further
amended to include the following paragraph:
"7. The effective date of this Agreement of
Amendment shall be January 1, 1980."

3. That the aforesaid contract shall be further
amended to include the following paragraph:
"8. The obligations and responsibilities of
Licensee provided by the terms and conditions
of this Amendment shall be temporarily
discontinued in the event either party gives a
written request of said discontinuance to the
other party herein; provided, however, City
agrees to the necessity of such discontinuance
and to the length of said discontinuance.
During such period of discontinuance, City
shall continue to pay for said utilities."

4. In all other respects, the terms, covenants, and
conditions of the said Agreement dated April 9, 1930, shall be
and remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have made and
executed this contract the day and year first above written.

CITY OF PHILADELPHIA
FAIRMOUNT PARK COMMISSION

ATTEST: [Signature]
Director

BY: [Signature]
President

WOMEN'S COMMITTEE OF 1926

ATTEST: [Signature]

BY: [Signature]
Treasurer
Committee of 1926

APPROVED AS TO FORM

ALAN J. DAVIS
City Solicitor

For [Signature]
Assistance City Solicitor

2/6/80
THIS AGREEMENT, made the ninth day of April A. D. 1930, between the Commissioners of Fairmount Park, hereinafter called the Commissioners, and the "Women's Committee of 1926", hereinafter called the Committee,

WITNESSETH:

1. The Committee may at its own expense occupy the building in Fairmount Park known as "Strawberry Mansion" for its headquarters until the termination of this license, as hereinafter provided.

2. The Committee may at its own expense make such alterations to the building as may be necessary to restore it as nearly as possible to its condition at the date of its completion, subject to the approval of all plans therefor by the Commissioners before their execution is undertaken.

3. The Committee may at its own expense furnish the building with furniture, hangings, carpets etc., appropriate to the period of its construction, and shall during the continuance of this license keep the building and its contents in good repair and protect the Commissioners and the City of Philadelphia from all expense in connection therewith.

4. The Committee shall employ suitable attendants to protect the House and its contents and to provide access for the public to inspect it on such days and during such hours as may be agreed upon from time to time by the Committee and the Commissioners.
5. The occupancy of the house by the Committee shall continue upon the terms above set forth until the expiration of one year after written notice has been given by either the Commissioners or the Committee of a desire to terminate this license and upon the expiration of said year possession of the house shall be surrendered to the Commissioners and all furniture and other personal property on the premises belonging to the Committee shall be removed therefrom by the Committee without cost to the Commissioners or the City.

COMMISSIONERS OF FAIRMOUNT PARK

By

President

Attest:

Secretary

Transcript Committee of 1926

by

Elizabeth Price Martin

Chairman

and

Elizabeth G. Truesd

Secretary
Exhibit B

Exclusive Catering Agreement

The Exclusive Catering Agreement will be prepared upon the selection of an Exclusive Caterer.
Appendix 4: Committee Events and Previously Scheduled Events

Annual Events

The Committee of 1926 holds several annual events throughout the year. While the specific dates of the events change from year to year, most events are held within the same week each year.

• Regattas in Fairmount Park – Typically weekends (Friday and/or Saturday and/or Sunday), April-May, October, 2017 dates available through the City’s Special Events Office
• *The Annual Meeting of the Committee of 1926 – Typically mid-May, weekday, this year May 15, 2017
• *Strawberry Harvest Festival – Typically the first or second Saturday of June, this year June 10, 2016
• Dell Music Center Concerts – Typically every Thursday in July and August, in addition to several Friday, Saturday and Sunday events in the month of August, 2017 dates can be found by contacting the Dell Music Center directly
• Fairmount Park Holiday Tours – Typically the first two weeks of December, Thursday- Sunday, 2017 dates: Nov 30, 2017 - Dec 17, 2017
• *Holiday Candlelight Tours – Typically the first and second Thursday in December, no dates for 2017 selected yet
• *Annual Holiday Tea – Typically the second week of December, Thursday or Friday, no date for 2017 selected yet

*Events marked with an asterisk typically involve food and beverage service

Previously Scheduled Events for 2017

• October 7th, 2017 – Previously Scheduled Wedding: Cocktail Hour and Reception on grounds – clients have hired their own caterer and event vendors
Appendix 6: Housekeeping Policies for Events at Historic Strawberry Mansion

General Housekeeping Considerations

- Routine housekeeping of historic structure interiors should be non-invasive.
- Equipment and supplies should be separate from those used for other custodial maintenance tasks. (A second set of supplies should be kept only for use with historic structure interiors.)
- Vacuums and other maintenance equipment should not come in direct contact with any historic objects. Special care should be taken to avoid hitting the legs and bases of furniture with the vacuum. Vacuum cleaner nozzles should be padded with felt where they could cause damage.
- Housekeeping equipment should never be propped against historic objects or furniture.
- Vacuum cleaners with HEPA (high efficiency particulate absolute) filters should be used in historic structure interiors and around historic objects. Filters should be changed when they are one-half full. Treated mops are not appropriate for historic structure interiors.
- Water and cleaning solutions must be placed completely away from historic objects. Never use sprays; instead dip cleaning cloths in liquid solutions.
- Allow sufficient time to complete a task. Do not rush to finish.
- Change dusting and cleaning cloths and gloves as they become soiled. Make certain that vacuum attachments and other custodial tools are also clean before beginning a task.
- Sometimes objects may need to be moved in order to clean behind and beneath furniture. Only Committee of 1926 staff may move any objects or furniture. Please let Committee staff know, with plenty of notice, which items will need to be moved.
- Rugs and carpeting (except for synthetic fiber floor runners,) should never be vacuumed or spot cleaned. If there is a housekeeping issue with any carpet or rugs, please notify Committee of 1926 staff and they will address the issue.
- Establish and work within a “safety zone”: make certain there is room and a clear path for the vacuum and cord. Use extreme caution when moving cleaning materials around the room. Allow plenty of clearance and turning radius for vacuum cleaners, long handled dusters and other large equipment.
- Modern areas such as restrooms and kitchen space can be cleaned according to normal cleaning procedures.
Specific Cleaning Instructions For Historic Strawberry Mansion

Equipment and Supplies:

1. Long-handled duster with clean magnetic cloths
2. Natural bristle broom
3. HEPA vacuum cleaner with clean floor and crevice attachments
4. Murphy’s Oil Soap or distilled white vinegar
5. Two 2-gallon buckets of water, one for the cleaning solution, one for rinsing

Protections and Precautions:

1. Do not bump the legs or any other surfaces of historic objects.
2. Check vacuum to make certain padded edges are intact

Procedure:

1. *Interior Floors:* Using the HEPA vacuum with floor attachment, vacuum the entire surface of the floor. Carefully vacuum floor at baseboard edges using the crevice attachment. To get beneath and behind very large objects (sofas, pianos, etc.): use the long-handled duster wrapped with a magnetic cloth; change cloths as they become soiled. Request Committee staff to move small items away from the area to be cleaned. Spot-clean tracked-in mud as needed using a cloth lightly dipped in water; wipe dry with a clean cloth (avoid soaking the floorboards). Follow sweeping and vacuuming with mopping of floors using a diluted cleaning solution of 1/4 cup of Murphy’s Oil Soap to a 2-gallon bucket of water (no suds) or 1/2 cup of distilled white vinegar and a 2-gallon bucket of water. Lightly dampen a soft cotton mop with either solution and go over the floors. Either one should break up the dirt and grease. Rinse the floor with a 2-gallon bucket of plain water. Repeat as needed until the mop rinses clean. Make certain the floor is completely dried before putting anything back on top of it.

2. *Interior Floor Coverings (Synthetic Fiber Floor Runners):* Vacuum the entire surface of the floor covering using the floor attachment on low suction. Start at one edge of the floor cover and working from one side to another; propel the vacuum forward and backward at least twice over each section; complete one small section at a time until entire carpet is done. Use crevice tool to vacuum beneath edges of floor cover where dirt, dust and debris get trapped. Spot-clean
tracked-in mud as needed using a cloth lightly dipped in water; wipe dry with a clean cloth (avoid soaking the floorboards). Follow sweeping and vacuuming with mopping of floors using a diluted cleaning solution of 1/4 cup of Murphy's Oil Soap to a 2-gallon bucket of water (no suds) or 1/2 cup of distilled white vinegar and a 2-gallon bucket of water. Lightly dampen a soft cotton mop with either solution and go over the floors. Either one should break up the dirt and grease. Rinse the floor with a 2-gallon bucket of plain water. Repeat as needed until the mop rinses clean.

3. **Visitor and Door Mats:** Keep outside and inside entrance mats in place at all times. Using a broom, sweep outside porches, stoops and thresholds at entrance. Vacuum mats using the floor attachment.