



Lease Agreement

CONSTITUTION HALL

Washington, D. C.

THIS AGREEMENT, Made this Seventeenth day of March, 1938 between the National Society, Daughters of the American Revolution, a body corporate, duly incorporated and existing under the laws of the United States as a society organized wholly for educational, historical and patriotic purposes and at no time for profit (hereinafter called the Lessor) and.....

The National Symphony Orchestra Association.....(hereinafter called the Lessee).

WITNESSETH: That the Lessor does hereby let, demise and lease to the Lessee and the Lessee does hereby hire and take from the Lessor, the use of the CONSTITUTION HALL, situated in Washington, D.C., together with the stage and the corridors, foyers and vestibules leading thereto (except the pipe organ for which

a nominal additional charge is made) for a term of..... four.....hours, commencing

~~at six o'clock~~ at three o'clock for afternoon concerts and seven o'clock for evening concerts. See attached list for dates for season 1938-1939.

the said premises to be used by the Lessee for the purpose of

~~-----Concerts by white artists only-----~~

and for no other purpose or purposes at a total rental of Four Hundred Dollars.....

(\$400) each concert....., of which Fifty Dollars (\$50) for each concert have been

paid at the time of signing hereof and the balance of Three Hundred Fifty Dollars (\$350) for each concert to be paid before noon on the day of each concert.

This lease is made upon the foregoing and following terms, agreements and conditions, all and everyone of which the parties hereto agree to observe, keep and perform and a breach of any of which covenants, shall constitute a breach of the entire contract:

First - In case the Lessee shall fail to make all payments required by this contract on or before the time or times above mentioned, the Lessor shall retain all sums of money paid on account of this lease and the Lessee shall be liable to the Lessor for the balance remaining to be paid as specified herein; but the Lessor shall not be obliged to give possession of said Hall, nor shall the Lessee have any right to the possession of any part thereof until all payments required to be made by the Lessee, under the contract, shall be fully paid.

Second - If the Lessee shall use or attempt to use the premises herein described for any purpose other than the above specified, or if the Lessee shall in any other respect fail to observe and fulfill its agreements herein contained or if any use or proposed use of the said premises shall, in the judgment of the Lessor, be in any way contrary to law or opposed to decency or good morals or otherwise improper or detrimental to the reputation of the Lessor or Constitution Hall, the Lessor shall have the right, at its option, to cancel this contract and all rights of the Lessee shall thereupon terminate. In case of any such cancellation or other action by the Lessor, as in this paragraph provided, the Lessor shall thereafter return to the Lessee any money theretofore paid to it hereunder by the Lessee, less any expenses which the Lessor may have incurred in connection with this contract; and the Lessee does hereby agree that such payments shall constitute full settlement and compensation for all and every claim and demand on the part of the Lessee.

Third - No printed matter or other articles shall be placed in the lobby or distributed in or about the premises, without the written consent of the authorized manager of said Lessor.

Fourth - No refreshments shall be served or smoking permitted except in the rooms appropriated for such purposes as designated by the Lessor, and no nails, tacks or screws shall be driven or placed in the said premises and all decorations shall be placed without defacing the building and under the supervision and with the approval of the Lessor. In case any damage of any kind shall be done to the said premises, the Lessee shall pay, in addition to the sums above mentioned, such amount as shall be necessary to put the said premises in as good order and condition as the same were at the commencement of said lease.

Fifth - The Lessee shall not assign this lease or sublet said premises hereby leased, nor suffer any business on the premises other than herein specified. The Lessee will not do, nor permit to be done, in said premises, or bring or keep anything therein, which will in any way vitiate the policy or policies of insurance thereon or increase the premium beyond that usually charged on such premises; nor which will be in any way in violation of any laws or ordinances; and the said Lessee shall indemnify the Lessor for any loss or expense incurred by a violation of this covenant of this agreement.

Sixth - The Lessee shall secure any special license that may be requisite for the performances given by it on said premises; and shall comply with all laws and lawful requirements of the Federal Government, the Government of the District of Columbia or any department, Board or authority thereof governing amusements.

Seventh - No stage work shall be done except with the express permission of the Lessor and all such stage work shall be executed under the supervision and with the approval of the Lessor.

Eighth - The Lessor shall light and heat the premises above described during the period of this lease and shall supply all necessary ushers, doorkeepers, porters, maids and checkroom employees without further charge or compensation.

Ninth - The Lessor agrees to permit the use of the stage (but not of any part of the Auditorium) for stage rehearsals by the Lessee at such time or times as may be requested at least forty-eight hours in advance provided such use will not conflict with any other use which the Lessor may desire to make thereof and the said Lessee hereby agrees to pay all expenses incurred by the said Lessor by reason of such rehearsals.

Tenth - The Lessor shall not be liable for any damage to any property at any time in said premises caused by any water, rain, snow, steam, gas or electricity which may leak into, issue or flow from the pipes or plumbing works or wires or from any part of the building of which the premises hereby leased are a part or from any other place or quarter; nor shall the Lessor be liable to respond for any loss of property from or on said premises however occurred or for any damage done to furniture, fixtures or other effects of the Lessee.

Eleventh - Should the premises herein described be destroyed or injured by fire or the elements or other causes beyond the control of the Lessor prior to or during the time for which said premises are leased, the Lessor may terminate the said lease returning to the Lessee any payments that may have been made to it on account of such engagements prevented or interrupted and the Lessee hereby expressly waives all claim for damages or compensations should the lease be so terminated.

Twelfth - The Lessee hereby expressly agrees to cause to be printed the words "Constitution Hall" in all advertisements in newspapers or other publications and further to cause to be printed in all programs such customary information relating to said Constitution Hall as may be deemed necessary by the Lessor.

Thirteenth - The Lessor, its authorized agents and servants shall have the right at all times to enter any part of the demised premises for the purpose of making any repairs or alterations therein and for the purpose of ascertaining whether the Lessee is complying with and performing the various terms, conditions and agreements, rules and regulations herein agreed to be performed by the said Lessee and the said Lessor does hereby expressly reserve for the free use of its President General the box known as Number 11 and four orchestra seats for the Lessor, for every performance or entertainment held on said premises by said Lessee.

Fourteenth - This lease shall not be binding on the N.S.D.A.R. and Constitution Hall shall not be considered as secured on any of the days mentioned until this lease has been signed by the Lessor and Lessee respectively and the counterpart original delivered to the Lessee.

IN TESTIMONY WHEREOF: The N.S.D.A.R. has caused this agreement to be signed in its name by its proper officer and the said Lessee has duly executed the same.

NATIONAL SOCIETY, DAUGHTERS OF THE AMERICAN REVOLUTION (Lessor)

By Fred E. Hand (Seal)
 Managing Director, CONSTITUTION HALL

NATIONAL SYMPHONY ORCHESTRA ASSOCIATION

By C. Clapp (Seal)
 Manager (Lessee)

SEASON 1938-1939

1938

October 30 - (Afternoon)
 November 9 - (Night)
 13 - (Afternoon)
 27 - (Afternoon)
 23 - (Night)
 December 14 - (Night)
 18 - (Afternoon)
 28 - (Night)

1939

January 11 - (Night)

1939

January 15 - (Afternoon)
 29 - (Afternoon)
 February ^{CCC} 9⁸ - (Night)
 12 - (Afternoon)
 26 - (Afternoon)
 March 8 - (Night)
 12 - (Afternoon)
 26 - (Afternoon)
 April 9 - (Afternoon)
 12 - (Night)
 16 - (Afternoon)

NOTE:- The seating capacity of Constitution Hall is approximately as follows; 1354 Orchestra Seats; 2230 Balcony Seats; 52 Boxes of five seats each (260) and 150 may be seated on stage.

Please make all checks payable to Treasurer General, N.S.D.A.R. and mail to Manager, Constitution Hall, D.A.R. Washington, D.C.



National Society, Daughters of the American Revolution

MRS. HENRY M. ROBERT, Jr., President General



Done

CONSTITUTION HALL
WASHINGTON, D. C.

FRED E. HAND
MANAGING DIRECTOR, CONSTITUTION HALL

MRS. FRANK L. NASON, Chairman
BUILDINGS AND GROUNDS COMMITTEE

March 27th, 1939

Dear Sir:-

This is to inform you that CONSTITUTION HALL, 18th, C and D Streets, N. W. will be used during the month of April, 1939, on the following dates:-

- APRIL ✓ 2 - Josef Hofmann.....4:00 P. M.
- ✓ 7 - National Geographic Society.....8:15 P. M.
- ✓ 9 - National Symphony Orchestra.....4:00 P. M.
- ✓ 12 - National Symphony Orchestra.....8:30 P. M.
- ✓ 16 - National Symphony Orchestra.....4:00 P. M.
- ✓ 17 - D. A. R. Congress.....All Day
- ✓ 18 - D. A. R. Congress.....All Day
- ✓ 19 - D. A. R. Congress.....All Day
- ✓ 20 - D. A. R. Congress.....All Day
- ✓ 21 - D. A. R. Congress.....All Day
- ✓ 22 - D. A. R. Congress.....All Day
- ✓ 23 - Christian Science Lecture.....3:30 P. M.
- ✓ 24 - American Red Cross.....9:00 A. M.
- ✓ 27 - National Folk Festival.....2:00 and 8:00 P. M.
- ✓ 28 - National Folk Festival.....2:00 and 8:00 P. M.
- ✓ 29 - National Folk Festival.....2:00 and 8:00 P. M.

MEMORIAL CONTINENTAL HALL:-

- April ✓ 4 - Father Walsh.....8:30 P. M.
- ✓ 11 - Father Walsh.....8:30 P. M.
- ✓ 16 - D. A. R. Memorial Service.....2:00 P. M.
- ✓ 22 - C. A. R.....All Day
- ✓ 24 - American Red Cross.....2:00 P. M.
- ✓ 25 - American Red Cross.....9:00 A. M.
- ✓ 26 - American Red Cross.....9:00 A. M.
- ✓ 27 - American Red Cross.....9:00 A. M.
- ✓ 28 - Father Walsh.....8:30 P. M.

Doors will be open one hour in advance. We will appreciate your cooperation on these occasions.

Very truly yours,

Fred E. Hand

Managing Director,
CONSTITUTION HALL