



Lake County Forest Preserves

General Offices
1899 West Winchester Road
Libertyville, Illinois 60048
847-367-6640 • Fax: 847-367-6649
www.LCFPD.org

DATE: August 30, 2021
TO: Jessica Vealitzek, Chair
Operations Committee
FROM: Nan Buckardt
Director of Education

Agenda Item# 10.4

RECOMMENDATION: Recommend approval of a Resolution Approving Venue Exhibition Agreements for the Traveling Exhibition *Marvelocity: The Art of Alex Ross* with (i) Canton Museum of Art, (ii) Sheboygan County Historical Society and Museum, (iii) Gadsen Arts Center and Museum, (iv) Museum of the Shenandoah Valley, and (v) Montana State University on behalf of the Museum of the Rockies; and delegating authority to the Executive Director for the approval of Future Venue Exhibition Agreements.

STRATEGIC DIRECTIONS SUPPORTED: Organizational Sustainability; Communication, Education, and Outreach

FINANCIAL DATA: License fee revenue from the Venue Exhibit Agreements is budgeted to be \$18,000.00 in FY21, \$26,400.00 in FY22, and \$44,400.00 in FY23.

BACKGROUND: The Lake County Forest Preserve District (the “District”) owns and operates the Bess Bower Dunn Museum of Lake County (“Dunn Museum”). In 2019, staff from the Dunn Museum curated an original exhibition with local artist Alex Ross (the “Artist”) titled *Marvelocity: The Art of Alex Ross* (“Marvelocity”). Subsequent to the successful run of the exhibition at the Dunn Museum, the District entered into an Agreement with the Artist on March 10, 2020 to convert the exhibition into a traveling exhibition.

Staff has negotiated agreements with five museums around the country, under which the District would loan the Marvelocity exhibition to the museums in return for a license fee. Under the District’s agreement with Alex Ross, the license fee revenue received from the other museums is split between the District and Mr. Ross. Staff recommends that the Board approve the Venue Exhibition Agreements attached to the attached resolution. Also, to expedite the District’s approval of future Venue Exhibit Agreements, staff has included in the resolution language that would delegate to the Executive Director or his designee the authority to approve future Venue Exhibition Agreements for the duration of the tour of the Marvelocity exhibition, which is scheduled to end December 31, 2025.

REVIEW BY OTHERS: Chief Operations Officer, Director of Finance, Superintendent of Educational Facilities, Corporate Counsel.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR SEPTEMBER MEETING
SEPTEMBER 14, 2021**

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **OPERATIONS COMMITTEE** present herewith “a Resolution Approving Venue Exhibition Agreements for the Traveling *Marvelocity* Exhibition” and requests its approval.

OPERATIONS COMMITTEE:

Date: 8/30/21 Roll Call Vote: Ayes: 6 Nays: 0
 Voice Vote Majority Ayes; Nays: _____

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING VENUE EXHIBITION AGREEMENTS
FOR THE TRAVELING *MARVELOCITY* EXHIBITION**

WHEREAS, the Lake County Forest Preserve District (the “District”) owns and operates the Bess Bower Dunn Museum of Lake County (the “Dunn Museum”); and

WHEREAS, the Dunn Museum has curated an original exhibition with artist Alex Ross (the “Artist”) titled *Marvelocity: The Art of Alex Ross* (the “Exhibition”); and

WHEREAS, the District has entered into an agreement with the Artist to convert the Exhibition into a traveling exhibition; and

WHEREAS, Dunn Museum staff has negotiated Venue Exhibition Agreements with (i) Canton Museum of Art, (ii) Sheboygan County Historical Society and Museum, (iii) Gadsen Arts Center and Museum, (iv) Museum of the Shenandoah Valley, and (v) Montana State University on behalf of the Museum of the Rockies (the “Venues”), under which the District would loan the Exhibition to the Venues and the Venues would pay license fees to the District (the “Venue Exhibition Agreements”); and

WHEREAS, Dunn Museum staff continue to receive interest from museums and other potential venues that are interested in hosting the Exhibition; and

WHEREAS, it is in the best interest and serves the purposes of the District to approve the Venue Exhibition Agreements with the Venues and to authorize the District’s Executive Director, or his or her designee, to approve future agreements between the District and museums or other venues, under which the District would loan the Exhibition to the museums or other venues in return for license fees paid to the District (the “Future Venue Exhibition Agreements”);

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois THAT:

Section 1. Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2. Approval of Venue Exhibition Agreements. The Venue Exhibition Agreements, in substantially the forms attached hereto, are hereby approved. The Executive Director, or his designee, is hereby authorized and directed to execute the Venue Exhibition Agreements.

Section 3. Approval of Future Venue Exhibition Agreements. The Executive Director, or his or her designee, is hereby authorized to approve Future Venue Exhibition Agreements for the Exhibition on and after the effective date of this Resolution until December 31, 2025.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ____ day of _____, 2021

AYES:

NAYS:

APPROVED this ____ day of _____, 2021

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

Venue Exhibition Agreement

This Venue Exhibition Agreement ("Agreement") is made and entered into on June 1, 2020 (the "Effective Date") by the Lake County Forest Preserve District, which owns and operates the Bess Bower Dunn Museum of Lake County (f/k/a the Lake County Discovery Museum) (the "Lender") located at 1899 W. Winchester Road, Libertyville, Illinois 60048 ("Lender's Location"), and the Canton Museum of Art (the "Venue"), having its principal place of business at 1001 Market Ave., North Canton, Ohio 44702.

For and in consideration of the mutual promises and covenants below, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Recitals.

A. The Lender has designed and produced an exhibition known by the title "Marvelocity: The Art of Alex Ross", featuring artwork by Alex Ross, including the materials identified as the "Exhibit Materials" on Attachment A attached hereto (the "Exhibit").

B. The Lender desires to lend to the Venue and the Venue desires to borrow from the Lender the Exhibit in order to promote and display the Exhibit at the Venue's location identified in Attachment A (the "Venue Location"), in accordance with the terms and conditions of this Agreement.

Section 2. Exhibit Description.

A. The Exhibit. During the period commencing on the Opening Date (identified on Attachment A) and ending on the Closing Date (identified on Attachment A) (the "Exhibition Period"), the Venue may display the Exhibit to the public only at the Venue Location, in accordance with this Agreement including the License defined in Section 4.B. and all instructions that are provided by the Lender from time to time, as provided in this Agreement.

B. Exhibit Title. When displaying all or any portion of the Exhibit, the Venue shall use the title set forth in Attachment A (the "Title"), and no other title, for the Exhibit. All references by the Venue to the Exhibit in any and all marketing, public relations, advertising and other communications shall refer to the Exhibit by the Title.

Section 3. Deposit.

To reserve the Exhibit for the Exhibition Period, the Venue shall, not more than ten (10) days after the Effective Date, pay to the Lender a non-refundable deposit in the amount set forth in Attachment A (the "Deposit"). The Deposit shall be applied in full as a credit against the payment of the License Fee (identified on Attachment A) by the Venue due to the Lender pursuant to Section 7.A. of this Agreement. If the Venue fails to pay the Deposit in strict accordance with the terms of this Section, the Lender may terminate this Agreement by written notice to the Venue, in which case this Agreement will be of no further force or effect.

Section 4. Term and License.

A. **Term.** This Agreement shall become effective upon the Effective Date and shall remain in effect until all obligations under this Agreement are satisfied or until this Agreement is terminated as provided herein.

B. **Limited License.** The Lender hereby grants to the Venue for the term of this Agreement, a limited license (without any rights to sublicense) to display the Exhibit and to use the Exhibit, the Exhibit Materials, and any related intellectual property, know-how, or information in connection therewith (collectively, the "Property"), subject to the terms and conditions of this Agreement (the "License"). Except for the License granted herein, the Lender is not transferring any other license, right, title, or interest, either express or implied, in or to the Property, including but not limited to all trademarks, copyrights, logos, and other intellectual property related to the Property. The Venue's use of the Property shall be restricted solely to the display, advertisement, and promotion of the Exhibit by the Venue in accordance with this Agreement, and shall not include any resale or merchandising rights unless authorized in advance in writing by the Lender.

Section 5. Shipping, Installation, and Dismantling.

A. **Shipment of Exhibit to the Venue.** The Lender shall arrange for the delivery of the Exhibit to the Venue to the shipping address set forth in Attachment A (the "Shipping Address"). At least twenty-one (21) days in advance of the Opening Date, the Lender will notify the Venue as to the date the Exhibit will be delivered to the Shipping Address. The Lender will cause the Exhibit to be delivered to the Shipping Address not less than ten (10) days but not more than fifteen (15) days prior to the Opening Date. The Venue shall timely pay all costs associated with freight, insurance, transit insurance and any other costs associated with the shipment of the Exhibit to the Shipping Address. At all times during the shipment of the Exhibit and while the Venue has possession or control over the Exhibit, the Venue shall bear the risk of loss. If the Venue Location and the Shipping Address are different, the Venue is responsible for transporting the Exhibit to the Venue Location via experienced, professional art handlers approved in advance in writing by the Lender.

B. **Return of Exhibit.** The Lender shall arrange for the pick-up and return shipment of the Exhibit after the Closing Date. At least twenty-one (21) days in advance of the Closing Date, the Lender will notify the Venue as to the date the Exhibit will be picked up from the Venue. The Venue shall dismantle and prepare the Exhibit for delivery in accordance with Sections 5.C., 5.D., and 5.E. of this Agreement, and make the Exhibit available for shipping on such date, all in strict accordance with instructions from the Lender. If the Exhibit is to be returned to the Lender's Location, the Venue shall timely pay all costs associated with freight, insurance, transit insurance and any other costs associated with the return shipment of the Exhibit to the Lender's Location.

C. **Crating.** The Lender shall provide all crates and packing materials necessary for the delivery of the Exhibit (collectively, "Crates"). The Venue shall follow all unpacking and

repacking instructions provided by the Lender and cause the Exhibit to be unpacked, moved, handled, installed, and repacked by experienced, professional art handlers. After unpacking the Crates, the Venue, at its sole expense, shall (1) retain all Crates, (2) store the Crates in a secure, dry area, (3) exercise due care to protect the Crates from exposure to extremes in temperature and humidity and other circumstances that could result in damage to and loss of the Crates, (4) immediately notify the Lender of any damage to any Crates, (5) replace any Crates that it does not retain or that are lost, and (6) repair any Crates that are damaged during storage in accordance with directions provided by the Lender. The Venue shall repack the Exhibit in the Crates in the same manner in which the Exhibit was received by the Venue.

D. Condition Reports. The Lender shall provide a condition report book ("Condition Report Book") that will be shipped with the Exhibit. The Venue shall examine each item of the Exhibit as it is unpacked and repacked and record each item's condition on the forms provided in the Condition Report Book. The Venue shall ensure that the condition of the Exhibit, including every part thereof, is checked regularly during the Exhibition Period. The Venue shall immediately record and report any damage, loss, or change in the condition of the Exhibit, or any part thereof, to the Lender. At all times that the Venue has possession of the Exhibit, the Venue must contact the Lender immediately upon the discovery of any damage, loss, or change in condition to the Exhibit, or any part thereof. The Venue shall not repair or alter the Exhibit, or any part thereof, except in compliance with Section 6.D.

E. Installation and Dismantling. The Venue, at its sole cost and expense, including without limitation the cost of any and all necessary staff, labor, equipment and supplies, and in strict accordance with this Section 5 of this Agreement and all instructions provided by the Lender, shall (1) install the Exhibit at the Venue Location and (2) not later than five (5) business days after the Closing Date, dismantle, remove, and repack the Exhibit using the Crates, and make the Exhibit available for return shipping in accordance with Section 5.B. of this Agreement.

Section 6. Exhibit Operation.

A. Exhibit Display. The Venue shall provide a space within the Venue Location for the proper and safe display of the Exhibit, as further described in Attachment A (the "Exhibit Space"). The Venue shall take all necessary precautions and customary measures to assure that the Exhibit Space is safe and secure and that the Exhibit is protected from any damage. The Venue, at its sole expense, shall be responsible for any and all modifications to the Exhibit Space that are required by law or local ordinance. At all times during the Exhibition Period's viewing hours, and at all times during the installation and dismantling of the Exhibit pursuant to Section 5.E., the Venue shall control access to the Exhibit Space and shall provide adequate security to protect the Exhibit. At all other times, the Venue shall not permit access to the Exhibit Space to persons other than the Venue's employees and other individuals authorized by the Venue.

B. Exhibit Entry and Admission. The Venue shall clearly mark the entry to the Exhibit Space and provide to each visitor information regarding access to the Exhibit.

C. Exhibit Operation and Security. At all times during the Exhibition Period, the Venue shall, at its sole cost and expense, provide all labor, equipment, and materials necessary for the proper operation, supervision, and security of the Exhibit, and shall pay all costs and expenses associated with operating the Exhibit, including without limitation the cost of utilities, taxes, assessments, and fees.

D. Maintenance. At all times that the Exhibit is in the possession of the Venue, the Venue shall, at its sole cost and expense, timely perform (1) all reasonable and necessary maintenance of the Exhibit and (2) all reasonable and necessary repairs, but only after the Lender has approved such repairs in writing and only in accordance with the Lender's written instructions. Costs and expenses for which the Venue shall be responsible include, but are not limited to, the costs and expenses of shipping any Exhibit Materials to and from the Lender for repairs undertaken by the Lender, and the Lender's travel expenses to oversee any repairs undertaken by the Venue. If the Venue makes repairs without first obtaining the Lender's approval, the Venue shall be solely responsible for the cost of such repair and any additional repairs that the Lender may deem necessary, in its sole and absolute discretion, to restore and preserve the Exhibit, or any part thereof. The Venue shall provide the Lender with full access to the Exhibit at all reasonable times for the purposes of monitoring, repairing, or replacing the Exhibit, or any part thereof.

Section 7. Payment and Reporting.

A. License Fee. The Venue shall pay the License Fee to the Lender less any Deposit previously paid, to the Lender on or before the Opening Date.

B. Late Payments. Any past due amounts due and owing by the Venue pursuant to this Agreement shall bear interest at a rate equal to 1.5% per month.

C. Attendance Reporting. Not less than thirty (30) days after the Closing Date, the Venue shall provide to the Lender a report documenting (1) the number of visitors to the Venue who viewed the Exhibit during the Exhibition Period and (2) the daily and total attendance by visitors in the following categories: Adult (ages 18 and older), Youth (ages 4-17), Preschool (3 and under) and School Tour. At any time during the Exhibition Period, the Lender may request, and the Venue shall provide, such an attendance report setting forth the attendance at the Exhibit on any particular day of the Exhibition Period.

Section 8. Promotion and Sponsorship.

A. Promotion of the Exhibit. The Venue shall use commercially reasonable efforts to promote and advertise the Exhibit, including without limitation:

(1) advertising the Exhibit;

(2) issuing press releases and holding photo opportunities, prior to and during the Exhibition Period; and

- (3) providing educational programs for schools and the general public during the Exhibition Period.

The Venue shall include the Credit Line set forth in Attachment A on all written promotional, advertising, marketing, identification, and sponsorship materials and signage for the Exhibit. The Venue shall provide the Lender with copies of all written promotional, advertising, marketing, identification, and sponsorship materials and signage for the Exhibit for the Lender's advance review and approval. The Lender shall have at least five (5) days to review and approve any materials and signage, which such approval shall not be unreasonably withheld or delayed. It will not be unreasonable for the Lender to withhold its approval of the materials if such materials may have an adverse impact to the reputation, good will, or standing of the Lender or the creator of the works included in the Exhibit.

B. Sponsorship. The Venue may sell local sponsorships of the Exhibit to persons and entities and retain all funds from such sales, if the Lender has first approved such persons and entities in writing. The Lender shall not unreasonably withhold or delay its approval of such persons or entities. It will not be unreasonable for the Lender to withhold its approval if the person or entity may have an adverse impact to the reputation, good will, or standing of the Lender or the creator of the works included in the Exhibit.

Section 9. Insurance and Indemnification.

A. Property Damage Insurance. At all times that the Exhibit is in the possession of the Venue, the Venue shall, at its sole cost and expense, obtain and maintain property insurance coverage for the Exhibit, in an amount sufficient to cover the replacement cost of the Exhibit, or any part thereof. The Lender shall provide the Venue with an itemized list stating the appraised value for the Exhibit Materials not less than seven (7) days prior to taking possession of the Exhibit, the Venue shall provide to the Lender a certificate of insurance evidencing the coverage required by this Section. The Venue shall be solely responsible for the payment of any deductibles associated with such insurance.

B. Additional Requirements. The insurance coverage and certificate required by Section 9.A. of this Agreement must name the Lender as loss payee and must provide for thirty (30) days advance written notice to the Lender of any renewal, cancellation, or change in coverage. The Venue agrees to cooperate in good faith with the Lender, and to follow the direction of the Lender, with respect to the filing of any and all claims for property damage to the Exhibit.

C. Indemnification. The Venue shall indemnify, hold harmless, and defend the Lender from and against any and all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Venue's negligence, gross negligence or intentional misconduct, or the Venue's performance of, or failure to perform, its obligations pursuant to this Agreement.

Section 10. Cancellation and Termination.

A. Cancellations by the Venue. The Venue may cancel its reservation to display the Exhibit pursuant to this Agreement by providing the Lender with written notice as far in advance of the Opening Date as reasonably practicable. If the Venue cancels its reservation fewer than ninety (90) days prior to the Opening Date, the Venue shall pay the full amount of the License Fee plus (1) any incidental costs and expenses incurred by the Lender for the shipment and storage of the Exhibit and (2) any other costs, expenses, or damages incurred by the Lender in reliance on its expectation of the Venue's performance pursuant to this Agreement or caused by the Venue's cancellation.

B. Termination by the Lender. The Lender shall have the right, at any time and for its convenience, to terminate this Agreement by written notice to the Venue. If the Lender terminates this Agreement pursuant to this Section 10.B. prior to the Venue taking possession of the Exhibit, the Lender shall return any License Fee paid to the Lender by the Venue as of the effective date of the termination, this Agreement shall be null and void, and neither party shall have any further obligation to the other party. If the Lender terminates this Agreement pursuant to this Section 10.B. after the Venue has taken possession of the Exhibit, the Venue shall immediately return the Exhibit to the Lender pursuant to Section 5 of this Agreement or as otherwise instructed by the Lender, the Lender shall remit the remaining amount of the License Fee (prorated for the number of days remaining in the Exhibition Period after the effective date of termination, less any costs and expenses incurred by the Lender for any damage or repairs caused by or through the Venue), this Agreement shall be null and void, and neither party shall have any further obligation to the other party.

C. Termination for Breach. If the Venue fails to perform any of its material obligations pursuant to this Agreement, and such failure or breach continues for ten (10) days following written notice thereof from the Lender, then the Lender may terminate this Agreement upon written notice to the Venue, but such termination shall not relieve the Venue from its obligation to pay the full amount of the License Fee in accordance with Section 7.A. of this Agreement. The Lender shall not be responsible for any costs incurred by the Venue prior to the termination of this Agreement.

Section 11. General Provisions.

A. Binding Effect. This Agreement shall be binding on the Lender and the Venue and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Agreement to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

B. Remedies. Unless otherwise specified herein, all rights and remedies of the parties under this Agreement are cumulative of each other and of every other right or remedy which the parties may otherwise have at law or in equity, and the exercise by a party of any one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of any other rights or remedies.

C. Relationship of the Parties. For the purpose of performing their respective obligations pursuant to, and enjoying their rights under, this Agreement, the parties are independent of each other, and are not partners or joint venturers and no principal-agent

relationship exists between them. Neither the Lender nor the Venue shall have any right, power, or authority whatsoever to create any obligation, express or implied, on behalf of the other party and shall have no authority to represent the other party as an agent.

D. Assignment. The Venue shall not assign this Agreement in whole or in part or assign any of the Venue's rights or obligations under this Agreement without the prior, express, written approval of the Lender, which approval may be withheld in the sole and absolute discretion of the Lender.

E. Confidential Information. All confidential information supplied by the Lender to the Venue for or in connection with this Agreement shall be held confidential by the Venue and shall not, without the prior, express, written consent of the Lender, be used for any purpose other than in connection with the performance of this Agreement.

F. No Waiver. No waiver will be binding upon a party unless it is express, in writing, and signed by a duly authorized officer of such party. Without limiting the preceding sentence, (1) a party's delay in exercising its rights or a party's partial exercise of its rights will not waive that right or any other right and (2) a waiver of one right will not operate as a waiver of any other or further right.

G. No Third Party Beneficiaries. Through this Agreement, the parties do not intend to confer any rights on any third parties. Therefore, no claim as a third party beneficiary under this Agreement by any person or entity will be valid against the Lender or the Venue.

H. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressee thereof when delivered in person, via email, or by a national overnight delivery service on a business day at the address set forth below, or on the third business day after being deposited in the United States mail, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the Lender shall be addressed to, and delivered at, the following address:

Lake County Forest Preserve District
Bess Bower Dunn Museum of Lake County
1899 W. Winchester Road
Libertyville, Illinois 60048
Attention: Andrew Osborne, Superintendent of Educational Facilities
Email: aosborne@lcfpd.org

Notices and communications to the Venue shall be addressed to, and delivered at, the following address:

Canton Museum of Art
1001 Market Ave.
North Canton, Ohio 44702
Attention: Christy Davis

Email: Christy@cantonart.org

The foregoing shall not be deemed to invalidate any notice actually received.

By notice complying with the requirements of this Section 11.H., the Lender and the Venue each shall have the right to change the address and addressee for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

I. Governing Laws. This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

J. Changes in Laws. Unless otherwise specifically provided in this Agreement, any reference to laws shall include such laws as they may be amended or modified from time to time.

K. Time. Time is of the essence of this Agreement. Except where otherwise stated, references in this Agreement to days shall be construed to refer to calendar days.

L. Severability. The parties intend that the provisions of this Agreement be interpreted when possible to sustain their legality and enforceability as a whole. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, that holding will not be deemed to affect the validity of the remaining part of such provision or the validity of any other provisions of this Agreement.

M. Entire Agreement. This Agreement, together with all exhibits and schedules attached hereto, and documents specifically referred to herein, contain the entire understanding between the Lender and the Venue with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between or among the Lender and the Venue relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

N. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Agreement will be effective unless and until such change is reduced to writing, approved by the Lender and the Venue, and executed and delivered by the Lender and the Venue.

O. Authority. Each person executing this Agreement represents and warrants that he or she has proper authority to enter into this Agreement on behalf of the party it purports to represent.

P. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will constitute an original, but all of which taken together will constitute one single agreement between the parties hereto. Any signature of a party to this Agreement that is sent by that party to the other party via a telefax transmission or via an email transmission in a PDF format shall be deemed a binding signature hereto.

[Signature Page Follows]

The Lender and the Venue have caused this Agreement to be executed as of the Effective Date.

Lender:

Venue:

Lake County Forest Preserve District

Canton Museum of Art

By: Nan Buckardt

By: Max R. Barton II

Name: Nan Buckardt
Its: Director of Education

Name: Max R. Barton II
Its: Executive Director & CEO

ATTACHMENT A

Venue Location: Canton Museum of Art
1001 Market Ave.
North Canton, Ohio 44702

Shipping Address: Same as Venue Location

Opening Date: November 22, 2021

Closing Date: March 6, 2022

Title: *Marvelocity: The Art of Alex Ross*

Deposit: \$11,250.00

License Fee: \$22,500.00

Exhibit Space: A minimum of two thousand (2,000) linear feet of secured, maintained and temperature-controlled exhibit area within the Venue Location, located at 1001 Market Ave., North Canton, Ohio 44702

Credit Line: *Marvelocity: The Art of Alex Ross* was developed by the Bess Bower Dunn Museum of Lake County, www.dunnmuseum.org

Or

Marvelocity: The Art of Alex Ross was developed by (Dunn Museum logo), www.dunnmuseum.org

Exhibit Materials: 46 - Original Alex Ross 2D works on paper, framed and matted
7 - 3D resin sculptures designed by Alex Ross
2 - boxes of mounted paper figures made by Alex Ross
2 - Sintra text panels - 32" x 24"
1 - Sintra text panel - 36" x 24"
1 - Reproduction panel mounted on sintra - 25" x 34"
1 - Reproduction panel mounted on sintra - 15" x 21"
55 - ID labels
2 - Activity boards with hooks - 12" x 10"
10 - Sets of activity cards
1 - Condition report binder
1 - Installation guide binder
1 - box of security hardware
5 - Shipping crates

Venue Exhibition Agreement

This Venue Exhibition Agreement ("Agreement") is made and entered into on June 1, 2020 (the "Effective Date") by the Lake County Forest Preserve District, which owns and operates the Bess Bower Dunn Museum of Lake County (f/k/a the Lake County Discovery Museum) (the "Lender") located at 1899 W. Winchester Road, Libertyville, Illinois 60048 ("Lender's Location"), and the Sheboygan County Historical Society & Museum (the "Venue"), having its principal place of business at 3110 Erie Avenue, Sheboygan, WI 53081.

For and in consideration of the mutual promises and covenants below, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Recitals.

A. The Lender has designed and produced an exhibition known by the title "Marvelocity: The Art of Alex Ross", featuring artwork by Alex Ross, including the materials identified as the "Exhibit Materials" on Attachment A attached hereto (the "Exhibit").

B. The Lender desires to lend to the Venue and the Venue desires to borrow from the Lender the Exhibit in order to promote and display the Exhibit at the Venue's location identified in Attachment A (the "Venue Location"), in accordance with the terms and conditions of this Agreement.

Section 2. Exhibit Description.

A. The Exhibit. During the period commencing on the Opening Date (identified on Attachment A) and ending on the Closing Date (identified on Attachment A) (the "Exhibition Period"), the Venue may display the Exhibit to the public only at the Venue Location, in accordance with this Agreement including the License defined in Section 4.B. and all instructions that are provided by the Lender from time to time, as provided in this Agreement.

B. Exhibit Title. When displaying all or any portion of the Exhibit, the Venue shall use the title set forth in Attachment A (the "Title"), and no other title, for the Exhibit. All references by the Venue to the Exhibit in any and all marketing, public relations, advertising and other communications shall refer to the Exhibit by the Title.

Section 3. Deposit.

To reserve the Exhibit for the Exhibition Period, the Venue shall, not more than ten (10) days after the Effective Date, pay to the Lender a non-refundable deposit in the amount set forth in Attachment A (the "Deposit"). The Deposit shall be applied in full as a credit against the payment of the License Fee (identified on Attachment A) by the Venue due to the Lender pursuant to Section 7.A. of this Agreement. If the Venue fails to pay the Deposit in strict accordance with the terms of this Section, the Lender may terminate this Agreement by written notice to the Venue, in which case this Agreement will be of no further force or effect.

Section 4. Term and License.

A. Term. This Agreement shall become effective upon the Effective Date and shall remain in effect until all obligations under this Agreement are satisfied or until this Agreement is terminated as provided herein.

B. Limited License. The Lender hereby grants to the Venue for the term of this Agreement, a limited license (without any rights to sublicense) to display the Exhibit and to use the Exhibit, the Exhibit Materials, and any related intellectual property, know-how, or information in connection therewith (collectively, the "Property"), subject to the terms and conditions of this Agreement (the "License"). Except for the License granted herein, the Lender is not transferring any other license, right, title, or interest, either express or implied, in or to the Property, including but not limited to all trademarks, copyrights, logos, and other intellectual property related to the Property. The Venue's use of the Property shall be restricted solely to the display, advertisement, and promotion of the Exhibit by the Venue in accordance with this Agreement, and shall not include any resale or merchandising rights unless authorized in advance in writing by the Lender.

Section 5. Shipping, Installation, and Dismantling.

A. Shipment of Exhibit to the Venue. The Lender shall arrange for the delivery of the Exhibit to the Venue to the shipping address set forth in Attachment A (the "Shipping Address"). At least twenty-one (21) days in advance of the Opening Date, the Lender will notify the Venue as to the date the Exhibit will be delivered to the Shipping Address. The Lender will cause the Exhibit to be delivered to the Shipping Address not less than ten (10) days but not more than fifteen (15) days prior to the Opening Date. The Venue shall timely pay all costs associated with freight, insurance, transit insurance and any other costs associated with the shipment of the Exhibit to the Shipping Address. At all times during the shipment of the Exhibit and while the Venue has possession or control over the Exhibit, the Venue shall bear the risk of loss. If the Venue Location and the Shipping Address are different, the Venue is responsible for transporting the Exhibit to the Venue Location via experienced, professional art handlers approved in advance in writing by the Lender.

B. Return of Exhibit. The Lender shall arrange for the pick-up and return shipment of the Exhibit after the Closing Date. At least twenty-one (21) days in advance of the Closing Date, the Lender will notify the Venue as to the date the Exhibit will be picked up from the Venue. The Venue shall dismantle and prepare the Exhibit for delivery in accordance with Sections 5.C., 5.D., and 5.E. of this Agreement, and make the Exhibit available for shipping on such date, all in strict accordance with instructions from the Lender. If the Exhibit is to be returned to the Lender's Location, the Venue shall timely pay all costs associated with freight, insurance, transit insurance and any other costs associated with the return shipment of the Exhibit to the Lender's Location.

C. Crating. The Lender shall provide all crates and packing materials necessary for the delivery of the Exhibit (collectively, "Crates"). The Venue shall follow all unpacking and repacking instructions provided by the Lender and cause the Exhibit to be unpacked, moved, handled, installed, and repacked by experienced, professional art handlers. After unpacking the

Crates, the Venue, at its sole expense, shall (1) retain all Crates, (2) store the Crates in a secure, dry area, (3) exercise due care to protect the Crates from exposure to extremes in temperature and humidity and other circumstances that could result in damage to and loss of the Crates, (4) immediately notify the Lender of any damage to any Crates, (5) replace any Crates that it does not retain or that are lost, and (6) repair any Crates that are damaged during storage in accordance with directions provided by the Lender. The Venue shall repack the Exhibit in the Crates in the same manner in which the Exhibit was received by the Venue.

D. Condition Reports. The Lender shall provide a condition report book (“Condition Report Book”) that will be shipped with the Exhibit. The Venue shall examine each item of the Exhibit as it is unpacked and repacked and record each item's condition on the forms provided in the Condition Report Book. The Venue shall ensure that the condition of the Exhibit, including every part thereof, is checked regularly during the Exhibition Period. The Venue shall immediately record and report any damage, loss, or change in the condition of the Exhibit, or any part thereof, to the Lender. At all times that the Venue has possession of the Exhibit, the Venue must contact the Lender immediately upon the discovery of any damage, loss, or change in condition to the Exhibit, or any part thereof. The Venue shall not repair or alter the Exhibit, or any part thereof, except in compliance with Section 6.D.

E. Installation and Dismantling. The Venue, at its sole cost and expense, including without limitation the cost of any and all necessary staff, labor, equipment and supplies, and in strict accordance with this Section 5 of this Agreement and all instructions provided by the Lender, shall (1) install the Exhibit at the Venue Location and (2) not later than five (5) business days after the Closing Date, dismantle, remove, and repack the Exhibit using the Crates, and make the Exhibit available for return shipping in accordance with Section 5.B. of this Agreement.

Section 6. Exhibit Operation.

A. Exhibit Display. The Venue shall provide a space within the Venue Location for the proper and safe display of the Exhibit, as further described in Attachment A (the “Exhibit Space”). The Venue shall take all necessary precautions and customary measures to assure that the Exhibit Space is safe and secure and that the Exhibit is protected from any damage. The Venue, at its sole expense, shall be responsible for any and all modifications to the Exhibit Space that are required by law or local ordinance. At all times during the Exhibition Period’s viewing hours, and at all times during the installation and dismantling of the Exhibit pursuant to Section 5.E., the Venue shall control access to the Exhibit Space and shall provide adequate security to protect the Exhibit. At all other times, the Venue shall not permit access to the Exhibit Space to persons other than the Venue’s employees and other individuals authorized by the Venue.

B. Exhibit Entry and Admission. The Venue shall clearly mark the entry to the Exhibit Space and provide to each visitor information regarding access to the Exhibit.

C. Exhibit Operation and Security. At all times during the Exhibition Period, the Venue shall, at its sole cost and expense, provide all labor, equipment, and materials necessary for the proper operation, supervision, and security of the Exhibit, and shall pay all costs and expenses

associated with operating the Exhibit, including without limitation the cost of utilities, taxes, assessments, and fees.

D. Maintenance. At all times that the Exhibit is in the possession of the Venue, the Venue shall, at its sole cost and expense, timely perform (1) all reasonable and necessary maintenance of the Exhibit and (2) all reasonable and necessary repairs, but only after the Lender has approved such repairs in writing and only in accordance with the Lender's written instructions. Costs and expenses for which the Venue shall be responsible include, but are not limited to, the costs and expenses of shipping any Exhibit Materials to and from the Lender for repairs undertaken by the Lender, and the Lender's travel expenses to oversee any repairs undertaken by the Venue. If the Venue makes repairs without first obtaining the Lender's approval, the Venue shall be solely responsible for the cost of such repair and any additional repairs that the Lender may deem necessary, in its sole and absolute discretion, to restore and preserve the Exhibit, or any part thereof. The Venue shall provide the Lender with full access to the Exhibit at all reasonable times for the purposes of monitoring, repairing, or replacing the Exhibit, or any part thereof.

Section 7. Payment and Reporting.

A. License Fee. The Venue shall pay the License Fee to the Lender less any Deposit previously paid, to the Lender on or before the Opening Date.

B. Late Payments. Any past due amounts due and owing by the Venue pursuant to this Agreement shall bear interest at a rate equal to 1.5% per month.

C. Attendance Reporting. Not less than thirty (30) days after the Closing Date, the Venue shall provide to the Lender a report documenting (1) the number of visitors to the Venue who viewed the Exhibit during the Exhibition Period and (2) the daily and total attendance by visitors in the following categories: Adult (ages 18 and older), Youth (ages 4-17), Preschool (3 and under) and School Tour. At any time during the Exhibition Period, the Lender may request, and the Venue shall provide, such an attendance report setting forth the attendance at the Exhibit on any particular day of the Exhibition Period.

Section 8. Promotion and Sponsorship.

A. Promotion of the Exhibit. The Venue shall use commercially reasonable efforts to promote and advertise the Exhibit, including without limitation:

- (1) advertising the Exhibit;
- (2) issuing press releases and holding photo opportunities, prior to and during the Exhibition Period; and
- (3) providing educational programs for schools and the general public during the Exhibition Period.

The Venue shall include the Credit Line set forth in Attachment A on all written promotional, advertising, marketing, identification, and sponsorship materials and signage for the Exhibit. The Venue shall provide the Lender with copies of all written promotional, advertising, marketing, identification, and sponsorship materials and signage for the Exhibit for the Lender's advance review and approval. The Lender shall have at least five (5) days to review and approve any materials and signage, which such approval shall not be unreasonably withheld or delayed. It will not be unreasonable for the Lender to withhold its approval of the materials if such materials may have an adverse impact to the reputation, good will, or standing of the Lender or the creator of the works included in the Exhibit.

B. Sponsorship. The Venue may sell local sponsorships of the Exhibit to persons and entities and retain all funds from such sales, if the Lender has first approved such persons and entities in writing. The Lender shall not unreasonably withhold or delay its approval of such persons or entities. It will not be unreasonable for the Lender to withhold its approval if the person or entity may have an adverse impact to the reputation, good will, or standing of the Lender or the creator of the works included in the Exhibit.

Section 9. Insurance and Indemnification.

A. Property Damage Insurance. At all times that the Exhibit is in the possession of the Venue, the Venue shall, at its sole cost and expense, obtain and maintain property insurance coverage for the Exhibit, in an amount sufficient to cover the replacement cost of the Exhibit, or any part thereof. The Lender shall provide the Venue with an itemized list stating the appraised value for the Exhibit Materials not less than seven (7) days prior to taking possession of the Exhibit, the Venue shall provide to the Lender a certificate of insurance evidencing the coverage required by this Section. The Venue shall be solely responsible for the payment of any deductibles associated with such insurance.

B. Additional Requirements. The insurance coverage and certificate required by Section 9.A. of this Agreement must name the Lender as loss payee and must provide for thirty (30) days advance written notice to the Lender of any renewal, cancellation, or change in coverage. The Venue agrees to cooperate in good faith with the Lender, and to follow the direction of the Lender, with respect to the filing of any and all claims for property damage to the Exhibit.

C. Indemnification. The Venue shall indemnify, hold harmless, and defend the Lender from and against any and all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Venue's negligence, gross negligence or intentional misconduct, or the Venue's performance of, or failure to perform, its obligations pursuant to this Agreement.

Section 10. Cancellation and Termination.

A. Cancellations by the Venue. The Venue may cancel its reservation to display the Exhibit pursuant to this Agreement by providing the Lender with written notice as far in advance of the Opening Date as reasonably practicable. If the Venue cancels its reservation fewer than ninety (90) days prior to the Opening Date, the Venue shall pay the full amount of the License Fee

plus (1) any incidental costs and expenses incurred by the Lender for the shipment and storage of the Exhibit and (2) any other costs, expenses, or damages incurred by the Lender in reliance on its expectation of the Venue's performance pursuant to this Agreement or caused by the Venue's cancellation.

B. Termination by the Lender. The Lender shall have the right, at any time and for its convenience, to terminate this Agreement by written notice to the Venue. If the Lender terminates this Agreement pursuant to this Section 10.B. prior to the Venue taking possession of the Exhibit, the Lender shall return any License Fee paid to the Lender by the Venue as of the effective date of the termination, this Agreement shall be null and void, and neither party shall have any further obligation to the other party. If the Lender terminates this Agreement pursuant to this Section 10.B. after the Venue has taken possession of the Exhibit, the Venue shall immediately return the Exhibit to the Lender pursuant to Section 5 of this Agreement or as otherwise instructed by the Lender, the Lender shall remit the remaining amount of the License Fee (prorated for the number of days remaining in the Exhibition Period after the effective date of termination, less any costs and expenses incurred by the Lender for any damage or repairs caused by or through the Venue), this Agreement shall be null and void, and neither party shall have any further obligation to the other party.

C. Termination for Breach. If the Venue fails to perform any of its material obligations pursuant to this Agreement, and such failure or breach continues for ten (10) days following written notice thereof from the Lender, then the Lender may terminate this Agreement upon written notice to the Venue, but such termination shall not relieve the Venue from its obligation to pay the full amount of the License Fee in accordance with Section 7.A. of this Agreement. The Lender shall not be responsible for any costs incurred by the Venue prior to the termination of this Agreement.

Section 11. General Provisions.

A. Binding Effect. This Agreement shall be binding on the Lender and the Venue and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Agreement to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

B. Remedies. Unless otherwise specified herein, all rights and remedies of the parties under this Agreement are cumulative of each other and of every other right or remedy which the parties may otherwise have at law or in equity, and the exercise by a party of any one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of any other rights or remedies.

C. Relationship of the Parties. For the purpose of performing their respective obligations pursuant to, and enjoying their rights under, this Agreement, the parties are independent of each other, and are not partners or joint venturers and no principal-agent relationship exists between them. Neither the Lender nor the Venue shall have any right, power, or authority whatsoever to create any obligation, express or implied, on behalf of the other party and shall have no authority to represent the other party as an agent.

D. Assignment. The Venue shall not assign this Agreement in whole or in part or assign any of the Venue's rights or obligations under this Agreement without the prior, express,

written approval of the Lender, which approval may be withheld in the sole and absolute discretion of the Lender.

E. Confidential Information. All confidential information supplied by the Lender to the Venue for or in connection with this Agreement shall be held confidential by the Venue and shall not, without the prior, express, written consent of the Lender, be used for any purpose other than in connection with the performance of this Agreement.

F. No Waiver. No waiver will be binding upon a party unless it is express, in writing, and signed by a duly authorized officer of such party. Without limiting the preceding sentence, (1) a party's delay in exercising its rights or a party's partial exercise of its rights will not waive that right or any other right and (2) a waiver of one right will not operate as a waiver of any other or further right.

G. No Third Party Beneficiaries. Through this Agreement, the parties do not intend to confer any rights on any third parties. Therefore, no claim as a third party beneficiary under this Agreement by any person or entity will be valid against the Lender or the Venue.

H. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressee thereof when delivered in person, via email, or by a national overnight delivery service on a business day at the address set forth below, or on the third business day after being deposited in the United States mail, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the Lender shall be addressed to, and delivered at, the following address:

Lake County Forest Preserve District
Bess Bower Dunn Museum of Lake County
1899 W. Winchester Road
Libertyville, Illinois 60048
Attention: Andrew Osborne, Superintendent of Educational Facilities
Email: aosborne@lcfpd.org

Notices and communications to the Venue shall be addressed to, and delivered at, the following address:

Sheboygan County Historical Society & Museum
3110 Erie Avenue
Sheboygan, WI 53081
Attention: Tamara Lange
Email: tamara.lange@sheboygancounty.com

The foregoing shall not be deemed to invalidate any notice actually received.

By notice complying with the requirements of this Section 11.H., the Lender and the Venue each shall have the right to change the address and addressee for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

I. Governing Laws. This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

J. Changes in Laws. Unless otherwise specifically provided in this Agreement, any reference to laws shall include such laws as they may be amended or modified from time to time.

K. Time. Time is of the essence of this Agreement. Except where otherwise stated, references in this Agreement to days shall be construed to refer to calendar days.

L. Severability. The parties intend that the provisions of this Agreement be interpreted when possible to sustain their legality and enforceability as a whole. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, that holding will not be deemed to affect the validity of the remaining part of such provision or the validity of any other provisions of this Agreement.

M. Entire Agreement. This Agreement, together with all exhibits and schedules attached hereto, and documents specifically referred to herein, contain the entire understanding between the Lender and the Venue with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between or among the Lender and the Venue relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

N. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Agreement will be effective unless and until such change is reduced to writing, approved by the Lender and the Venue, and executed and delivered by the Lender and the Venue.

O. Authority. Each person executing this Agreement represents and warrants that he or she has proper authority to enter into this Agreement on behalf of the party it purports to represent.

P. Counterparts: Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will constitute an original, but all of which taken together will constitute one single agreement between the parties hereto. Any signature of a party to this Agreement that is sent by that party to the other party via a telefax transmission or via an email transmission in a PDF format shall be deemed a binding signature hereto.

[Signature Page Follows]

The Lender and the Venue have caused this Agreement to be executed as of the Effective Date.

Lender:

Venue:

Lake County Forest Preserve District

Sheboygan County Historical Society & Museum

By: *Nan Buckardt*
Name: Nan Buckardt
Its: Director of Education

By: *Travis Gross*
Name: Travis Gross
Its: Executive Director

ATTACHMENT A

Venue Location: Sheboygan County Historical Society & Museum
3110 Erie Avenue
Sheboygan, WI 53081

Shipping Address: Same as Venue Location

Opening Date: April 2, 2022

Closing Date: June 26, 2022

Title: *Marvelocity: The Art of Alex Ross*

Deposit: \$4,500.00 Upon signing contract
\$4,500.00 January 1, 2021

License Fee: \$18,000.00

Exhibit Space: A minimum of two thousand (2,000) linear feet of secured, maintained and temperature-controlled exhibit area within the Venue Location, located at 3110 Erie Avenue, Sheboygan, WI 53081

Credit Line: *Marvelocity: The Art of Alex Ross* was developed by the Bess Bower Dunn Museum of Lake County, www.dunnmuseum.org

Or

Marvelocity: The Art of Alex Ross was developed by (Dunn Museum logo), www.dunnmuseum.org

Exhibit Materials: 46 - Original Alex Ross 2D works on paper, framed and matted
7 - 3D resin sculptures designed by Alex Ross
2 - boxes of mounted paper figures made by Alex Ross
2 - Sintra text panels - 32" x 24"
1 - Sintra text panel - 36" x 24"
1 - Reproduction panel mounted on sintra - 25" x 34"
1 - Reproduction panel mounted on sintra - 15" x 21"
55 - ID labels
2 - Activity boards with hooks - 12" x 10"
10 - Sets of activity cards
1 - Condition report binder
1 - Installation guide binder
1 - box of security hardware
5 - Shipping crates

Venue Exhibition Agreement

This Venue Exhibition Agreement (“Agreement”) is made and entered into on September 18, 2020 (the “Effective Date”) by the Lake County Forest Preserve District, which owns and operates the Bess Bower Dunn Museum of Lake County (f/k/a the Lake County Discovery Museum) (the “Lender”) located at 1899 W. Winchester Road, Libertyville, Illinois 60048 (“Lender’s Location”), and Gadsden Arts Center and Museum (the “Venue”), having its principal place of business at 13 N. Madison St., Quincy, FL 32351.

For and in consideration of the mutual promises and covenants below, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Recitals.

A. The Lender has designed and produced an exhibition known by the title “Marvelocity: The Art of Alex Ross”, featuring artwork by Alex Ross, including the materials identified as the “Exhibit Materials” on Attachment A attached hereto (the “Exhibit”).

B. The Lender desires to lend to the Venue and the Venue desires to borrow from the Lender the Exhibit in order to promote and display the Exhibit at the Venue’s location identified in Attachment A (the “Venue Location”), in accordance with the terms and conditions of this Agreement.

Section 2. Exhibit Description.

A. The Exhibit. During the period commencing on the Opening Date (identified on Attachment A) and ending on the Closing Date (identified on Attachment A) (the “Exhibition Period”), the Venue may display the Exhibit to the public only at the Venue Location, in accordance with this Agreement including the License defined in Section 4.B. and all instructions that are provided by the Lender from time to time, as provided in this Agreement.

B. Exhibit Title. When displaying all or any portion of the Exhibit, the Venue shall use the title set forth in Attachment A (the “Title”), and no other title, for the Exhibit. All references by the Venue to the Exhibit in any and all marketing, public relations, advertising and other communications shall refer to the Exhibit by the Title.

Section 3. Deposit.

To reserve the Exhibit for the Exhibition Period, the Venue shall, not more than ten (10) days after the Effective Date, pay to the Lender a non-refundable deposit in the amount set forth in Attachment A (the “Deposit”). The Deposit shall be applied in full as a credit against the payment of the License Fee (identified on Attachment A) by the Venue due to the Lender pursuant to Section 7.A. of this Agreement. If the Venue fails to pay the Deposit in strict accordance with the terms of this Section, the Lender may terminate this Agreement by written notice to the Venue, in which case this Agreement will be of no further force or effect.

Section 4. Term and License.

A. **Term.** This Agreement shall become effective upon the Effective Date and shall remain in effect until all obligations under this Agreement are satisfied or until this Agreement is terminated as provided herein.

B. **Limited License.** The Lender hereby grants to the Venue for the term of this Agreement, a limited license (without any rights to sublicense) to display the Exhibit and to use the Exhibit, the Exhibit Materials, and any related intellectual property, know-how, or information in connection therewith (collectively, the "Property"), subject to the terms and conditions of this Agreement (the "License"). Except for the License granted herein, the Lender is not transferring any other license, right, title, or interest, either express or implied, in or to the Property, including but not limited to all trademarks, copyrights, logos, and other intellectual property related to the Property. The Venue's use of the Property shall be restricted solely to the display, advertisement, and promotion of the Exhibit by the Venue in accordance with this Agreement, and shall not include any resale or merchandising rights unless authorized in advance in writing by the Lender.

Section 5. Shipping, Installation, and Dismantling.

A. **Shipment of Exhibit to the Venue.** The Lender shall arrange for the delivery of the Exhibit to the Venue to the shipping address set forth in Attachment A (the "Shipping Address"). At least twenty-one (21) days in advance of the Opening Date, the Lender will notify the Venue as to the date the Exhibit will be delivered to the Shipping Address. The Lender will cause the Exhibit to be delivered to the Shipping Address not less than ten (10) days but not more than fifteen (15) days prior to the Opening Date. The Venue shall timely pay all costs associated with freight, insurance, transit insurance and any other costs associated with the shipment of the Exhibit to the Shipping Address. At all times during the shipment of the Exhibit and while the Venue has possession or control over the Exhibit, the Venue shall bear the risk of loss. If the Venue Location and the Shipping Address are different, the Venue is responsible for transporting the Exhibit to the Venue Location via experienced, professional art handlers approved in advance in writing by the Lender.

B. **Return of Exhibit.** The Lender shall arrange for the pick-up and return shipment of the Exhibit after the Closing Date. At least twenty-one (21) days in advance of the Closing Date, the Lender will notify the Venue as to the date the Exhibit will be picked up from the Venue. The Venue shall dismantle and prepare the Exhibit for delivery in accordance with Sections 5.C., 5.D., and 5.E. of this Agreement, and make the Exhibit available for shipping on such date, all in strict accordance with instructions from the Lender. If the Exhibit is to be returned to the Lender's Location, the Venue shall timely pay all costs associated with freight, insurance, transit insurance and any other costs associated with the return shipment of the Exhibit to the Lender's Location.

C. **Crating.** The Lender shall provide all crates and packing materials necessary for the delivery of the Exhibit (collectively, "Crates"). The Venue shall follow all unpacking and repacking instructions provided by the Lender and cause the Exhibit to be unpacked, moved, handled, installed, and repacked by experienced, professional art handlers. After unpacking the

Crates, the Venue, at its sole expense, shall (1) retain all Crates, (2) store the Crates in a secure, dry area, (3) exercise due care to protect the Crates from exposure to extremes in temperature and humidity and other circumstances that could result in damage to and loss of the Crates, (4) immediately notify the Lender of any damage to any Crates, (5) replace any Crates that it does not retain or that are lost, and (6) repair any Crates that are damaged during storage in accordance with directions provided by the Lender. The Venue shall repack the Exhibit in the Crates in the same manner in which the Exhibit was received by the Venue.

D. Condition Reports. The Lender shall provide a condition report book ("Condition Report Book") that will be shipped with the Exhibit. The Venue shall examine each item of the Exhibit as it is unpacked and repacked and record each item's condition on the forms provided in the Condition Report Book. The Venue shall ensure that the condition of the Exhibit, including every part thereof, is checked regularly during the Exhibition Period. The Venue shall immediately record and report any damage, loss, or change in the condition of the Exhibit, or any part thereof, to the Lender. At all times that the Venue has possession of the Exhibit, the Venue must contact the Lender immediately upon the discovery of any damage, loss, or change in condition to the Exhibit, or any part thereof. The Venue shall not repair or alter the Exhibit, or any part thereof, except in compliance with Section 6.D.

E. Installation and Dismantling. The Venue, at its sole cost and expense, including without limitation the cost of any and all necessary staff, labor, equipment and supplies, and in strict accordance with this Section 5 of this Agreement and all instructions provided by the Lender, shall (1) install the Exhibit at the Venue Location and (2) not later than five (5) business days after the Closing Date, dismantle, remove, and repack the Exhibit using the Crates, and make the Exhibit available for return shipping in accordance with Section 5.B. of this Agreement.

Section 6. Exhibit Operation.

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B. Exhibit Entry and Admission. The Venue shall clearly mark the entry to the Exhibit Space and provide to each visitor information regarding access to the Exhibit.

C. Exhibit Operation and Security. At all times during the Exhibition Period, the Venue shall, at its sole cost and expense, provide all labor, equipment, and materials necessary for the proper operation, supervision, and security of the Exhibit, and shall pay all costs and expenses

associated with operating the Exhibit, including without limitation the cost of utilities, taxes, assessments, and fees.

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- (2) issuing press releases and holding photo opportunities, prior to and during the Exhibition Period; and
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The Venue shall include the Credit Line set forth in Attachment A on all written promotional, advertising, marketing, identification, and sponsorship materials and signage for the Exhibit. The Venue shall provide the Lender with copies of all written promotional, advertising, marketing, identification, and sponsorship materials and signage for the Exhibit for the Lender's advance review and approval. The Lender shall have at least five (5) days to review and approve any materials and signage, which such approval shall not be unreasonably withheld or delayed. It will not be unreasonable for the Lender to withhold its approval of the materials if such materials may have an adverse impact to the reputation, good will, or standing of the Lender or the creator of the works included in the Exhibit.

B. Sponsorship. The Venue may sell local sponsorships of the Exhibit to persons and entities and retain all funds from such sales, if the Lender has first approved such persons and entities in writing. The Lender shall not unreasonably withhold or delay its approval of such persons or entities. It will not be unreasonable for the Lender to withhold its approval if the person or entity may have an adverse impact to the reputation, good will, or standing of the Lender or the creator of the works included in the Exhibit.

Section 9. Insurance and Indemnification.

A. Property Damage Insurance. At all times that the Exhibit is in the possession of the Venue, the Venue shall, at its sole cost and expense, obtain and maintain property insurance coverage for the Exhibit, in an amount sufficient to cover the replacement cost of the Exhibit, or any part thereof. The Lender shall provide the Venue with an itemized list stating the appraised value for the Exhibit Materials not less than seven (7) days prior to taking possession of the Exhibit, the Venue shall provide to the Lender a certificate of insurance evidencing the coverage required by this Section. The Venue shall be solely responsible for the payment of any deductibles associated with such insurance.

B. Additional Requirements. The insurance coverage and certificate required by Section 9.A. of this Agreement must name the Lender as loss payee and must provide for thirty (30) days advance written notice to the Lender of any renewal, cancellation, or change in coverage. The Venue agrees to cooperate in good faith with the Lender, and to follow the direction of the Lender, with respect to the filing of any and all claims for property damage to the Exhibit.

C. Indemnification. The Venue shall indemnify, hold harmless, and defend the Lender from and against any and all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Venue's negligence, gross negligence or intentional misconduct, or the Venue's performance of, or failure to perform, its obligations pursuant to this Agreement.

Section 10. Cancellation and Termination.

A. Cancellations by the Venue. The Venue may cancel its reservation to display the Exhibit pursuant to this Agreement by providing the Lender with written notice as far in advance of the Opening Date as reasonably practicable. If the Venue cancels its reservation fewer than ninety (90) days prior to the Opening Date, the Venue shall pay the full amount of the License Fee plus (1) any incidental costs and expenses incurred by the Lender for the shipment and storage of the Exhibit and (2) any other costs, expenses, or damages incurred by the Lender in reliance on its expectation of the Venue's performance pursuant to this Agreement or caused by the Venue's cancellation.

B. Termination by the Lender. The Lender shall have the right, at any time and for its convenience, to terminate this Agreement by written notice to the Venue. If the Lender terminates this Agreement pursuant to this Section 10.B. prior to the Venue taking possession of the Exhibit, the Lender shall return any License Fee paid to the Lender by the Venue as of the effective date of the termination, this Agreement shall be null and void, and neither party shall have any further obligation to the other party. If the Lender terminates this Agreement pursuant to this Section 10.B. after the Venue has taken possession of the Exhibit, the Venue shall immediately return the Exhibit to the Lender pursuant to Section 5 of this Agreement or as otherwise instructed by the Lender, the Lender shall remit the remaining amount of the License Fee (prorated for the number of days remaining in the Exhibition Period after the effective date of termination, less any costs and expenses incurred by the Lender for any damage or repairs caused by or through the Venue), this Agreement shall be null and void, and neither party shall have any further obligation to the other party.

C. Termination for Breach. If the Venue fails to perform any of its material obligations pursuant to this Agreement, and such failure or breach continues for ten (10) days following written notice thereof from the Lender, then the Lender may terminate this Agreement upon written notice to the Venue, but such termination shall not relieve the Venue from its obligation to pay the full amount of the License Fee in accordance with Section 7.A. of this Agreement. The Lender shall not be responsible for any costs incurred by the Venue prior to the termination of this Agreement.

Section 11. General Provisions.

A. Binding Effect. This Agreement shall be binding on the Lender and the Venue and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Agreement to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

B. Remedies. Unless otherwise specified herein, all rights and remedies of the parties under this Agreement are cumulative of each other and of every other right or remedy which the parties may otherwise have at law or in equity, and the exercise by a party of any one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of any other rights or remedies.

C. Relationship of the Parties. For the purpose of performing their respective obligations pursuant to, and enjoying their rights under, this Agreement, the parties are independent of each other, and are not partners or joint venturers and no principal-agent relationship exists between them. Neither the Lender nor the Venue shall have any right, power,

or authority whatsoever to create any obligation, express or implied, on behalf of the other party and shall have no authority to represent the other party as an agent.

D. Assignment. The Venue shall not assign this Agreement in whole or in part or assign any of the Venue's rights or obligations under this Agreement without the prior, express, written approval of the Lender, which approval may be withheld in the sole and absolute discretion of the Lender.

E. Confidential Information. All confidential information supplied by the Lender to the Venue for or in connection with this Agreement shall be held confidential by the Venue and shall not, without the prior, express, written consent of the Lender, be used for any purpose other than in connection with the performance of this Agreement.

F. No Waiver. No waiver will be binding upon a party unless it is express, in writing, and signed by a duly authorized officer of such party. Without limiting the preceding sentence, (1) a party's delay in exercising its rights or a party's partial exercise of its rights will not waive that right or any other right and (2) a waiver of one right will not operate as a waiver of any other or further right.

G. No Third Party Beneficiaries. Through this Agreement, the parties do not intend to confer any rights on any third parties. Therefore, no claim as a third party beneficiary under this Agreement by any person or entity will be valid against the Lender or the Venue.

H. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressee thereof when delivered in person, via email, or by a national overnight delivery service on a business day at the address set forth below, or on the third business day after being deposited in the United States mail, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the Lender shall be addressed to, and delivered at, the following address:

Lake County Forest Preserve District
Bess Bower Dunn Museum of Lake County
1899 W. Winchester Road
Libertyville, Illinois 60048
Attention: Robin Hill, Exhibit Designer
Email: rhill@lcfpd.org

Notices and communications to the Venue shall be addressed to, and delivered at, the following address:

Gadsden Arts Center & Museum
13 N., Madison St.
Quincy, FL 32351
Attention: Angie L. Barry, Curator of Exhibitions and Collections
Email: angie.barry@gadsdenarts.org

The foregoing shall not be deemed to invalidate any notice actually received.

By notice complying with the requirements of this Section 11.H., the Lender and the Venue each shall have the right to change the address and addressee for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

I. Governing Laws. This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

J. Changes in Laws. Unless otherwise specifically provided in this Agreement, any reference to laws shall include such laws as they may be amended or modified from time to time.

K. Time. Time is of the essence of this Agreement. Except where otherwise stated, references in this Agreement to days shall be construed to refer to calendar days.

L. Severability. The parties intend that the provisions of this Agreement be interpreted when possible to sustain their legality and enforceability as a whole. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, that holding will not be deemed to affect the validity of the remaining part of such provision or the validity of any other provisions of this Agreement.

M. Entire Agreement. This Agreement, together with all exhibits and schedules attached hereto, and documents specifically referred to herein, contain the entire understanding between the Lender and the Venue with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between or among the Lender and the Venue relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

N. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Agreement will be effective unless and until such change is reduced to writing, approved by the Lender and the Venue, and executed and delivered by the Lender and the Venue.

O. Authority. Each person executing this Agreement represents and warrants that he or she has proper authority to enter into this Agreement on behalf of the party it purports to represent.

P. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will constitute an original, but all of which taken together will constitute one single agreement between the parties hereto. Any signature of a party to this Agreement that is sent by that party to the other party via a telefax transmission or via an email transmission in a PDF format shall be deemed a binding signature hereto.

[Signature Page Follows]

The Lender and the Venue have caused this Agreement to be executed as of the Effective Date.

Lender:

Venue:

Lake County Forest Preserve District

Gadsden Arts Center & Museum

By: Nan Buckardt

By: Grace Robinson

Name: Nan Buckardt

Name: Grace Robinson

Its: Director of Education

Its: Executive Director

ATTACHMENT A

Venue Location: Gadsden Arts Center & Museum
13 N. Madison St.
Quincy, FL 32351

Shipping Address: Same as Venue Location

Opening Date: September 30, 2022

Closing Date: December 10, 2022

Title: *Marvelocity: The Art of Alex Ross*

Deposit: \$3,750.00 upon signing contract
\$3,750.00 invoiced on January 1, 2021

License Fee: \$15,000.00

Exhibit Space: A minimum of two hundred (200) linear feet of secured, maintained and temperature-controlled exhibit area within the Venue Location, located at 13 N. Madison St., Quincy, FL 32351

Credit Line: *Marvelocity: The Art of Alex Ross* was developed by the Bess Bower Dunn Museum of Lake County, www.dunnmuseum.org

Or

Marvelocity: The Art of Alex Ross was developed by (Dunn Museum logo), www.dunnmuseum.org

Exhibit Materials: 46 – Original Alex Ross 2D works on paper, framed and matted
7 – 3D resin sculptures designed by Alex Ross
2 – Boxes of mounted paper figures made by Alex Ross
2 – Sintra text panels – 32” x 24”
1 – Sintra text panel – 36” x 24”
1 – Reproduction panel mounted on sintra – 25” x 34”
1 – Reproduction panel mounted on sintra – 15” x 21”
55 – ID labels
2 – Activity board with hooks – 12” x 10”
10 – Sets of activity cards
1 – Condition report binder
1 – Installation guide binder
1 – Box of security hardware
5 – Shipping crates

Venue Exhibition Agreement

This Venue Exhibition Agreement ("Agreement") is made and entered into on June 28, 2021 (the "Effective Date") by the Lake County Forest Preserve District, which owns and operates the Bess Bower Dunn Museum of Lake County (f/k/a the Lake County Discovery Museum) (the "Lender") located at 1899 W. Winchester Road, Libertyville, Illinois 60048 ("Lender's Location"), and the Museum of the Shenandoah Valley (the "Venue"), having its principal place of business at 901 Amherst St., Winchester, Virginia 22601.

For and in consideration of the mutual promises and covenants below, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Recitals.

A. The Lender has designed and produced an exhibition known by the title "Marvelocity: The Art of Alex Ross", featuring artwork by Alex Ross, including the materials identified as the "Exhibit Materials" on Attachment A attached hereto (the "Exhibit").

B. The Lender desires to lend to the Venue and the Venue desires to borrow from the Lender the Exhibit in order to promote and display the Exhibit at the Venue's location identified in Attachment A (the "Venue Location"), in accordance with the terms and conditions of this Agreement.

Section 2. Exhibit Description.

A. The Exhibit. During the period commencing on the Opening Date (identified on Attachment A) and ending on the Closing Date (identified on Attachment A) (the "Exhibition Period"), the Venue may display the Exhibit to the public only at the Venue Location, in accordance with this Agreement including the License defined in Section 4.B. and all instructions that are provided by the Lender from time to time, as provided in this Agreement.

B. Exhibit Title. When displaying all or any portion of the Exhibit, the Venue shall use the title set forth in Attachment A (the "Title"), and no other title, for the Exhibit. All references by the Venue to the Exhibit in any and all marketing, public relations, advertising and other communications shall refer to the Exhibit by the Title.

Section 3. Deposit.

To reserve the Exhibit for the Exhibition Period, the Venue shall, not more than ten (10) days after the Effective Date, pay to the Lender a non-refundable deposit in the amount set forth in Attachment A (the "Deposit"). The Deposit shall be applied in full as a credit against the payment of the License Fee (identified on Attachment A) by the Venue due to the Lender pursuant to Section 7.A. of this Agreement. If the Venue fails to pay the Deposit in strict accordance with the terms of this Section, the Lender may terminate this Agreement by written notice to the Venue, in which case this Agreement will be of no further force or effect.

Section 4. Term and License.

A. **Term.** This Agreement shall become effective upon the Effective Date and shall remain in effect until all obligations under this Agreement are satisfied or until this Agreement is terminated as provided herein.

B. **Limited License.** The Lender hereby grants to the Venue for the term of this Agreement, a limited license (without any rights to sublicense) to display the Exhibit and to use the Exhibit, the Exhibit Materials, and any related intellectual property, know-how, or information in connection therewith (collectively, the "Property"), subject to the terms and conditions of this Agreement (the "License"). Except for the License granted herein, the Lender is not transferring any other license, right, title, or interest, either express or implied, in or to the Property, including but not limited to all trademarks, copyrights, logos, and other intellectual property related to the Property. The Venue's use of the Property shall be restricted solely to the display, advertisement, and promotion of the Exhibit by the Venue in accordance with this Agreement, and shall not include any resale or merchandising rights unless authorized in advance in writing by the Lender.

Section 5. Shipping, Installation, and Dismantling.

A. **Shipment of Exhibit to the Venue.** The Lender shall arrange for the delivery of the Exhibit to the Venue to the shipping address set forth in Attachment A (the "Shipping Address"). At least twenty-one (21) days in advance of the Opening Date, the Lender will notify the Venue as to the date the Exhibit will be delivered to the Shipping Address. The Lender will cause the Exhibit to be delivered to the Shipping Address not less than ten (10) days but not more than fifteen (15) days prior to the Opening Date. The Venue shall timely pay all costs associated with freight, insurance, transit insurance and any other costs associated with the shipment of the Exhibit to the Shipping Address. At all times during the shipment of the Exhibit and while the Venue has possession or control over the Exhibit, the Venue shall bear the risk of loss. If the Venue Location and the Shipping Address are different, the Venue is responsible for transporting the Exhibit to the Venue Location via experienced, professional art handlers approved in advance in writing by the Lender.

B. **Return of Exhibit.** The Lender shall arrange for the pick-up and return shipment of the Exhibit after the Closing Date. At least twenty-one (21) days in advance of the Closing Date, the Lender will notify the Venue as to the date the Exhibit will be picked up from the Venue. The Venue shall dismantle and prepare the Exhibit for delivery in accordance with Sections 5.C., 5.D., and 5.E. of this Agreement, and make the Exhibit available for shipping on such date, all in strict accordance with instructions from the Lender. If the Exhibit is to be returned to the Lender's Location, the Venue shall timely pay all costs associated with freight, insurance, transit insurance and any other costs associated with the return shipment of the Exhibit to the Lender's Location.

C. **Crating.** The Lender shall provide all crates and packing materials necessary for the delivery of the Exhibit (collectively, "Crates"). The Venue shall follow all unpacking and repacking instructions provided by the Lender and cause the Exhibit to be unpacked, moved, handled, installed, and repacked by experienced, professional art handlers. After unpacking the

Crates, the Venue, at its sole expense, shall (1) retain all Crates, (2) store the Crates in a secure, dry area, (3) exercise due care to protect the Crates from exposure to extremes in temperature and humidity and other circumstances that could result in damage to and loss of the Crates, (4) immediately notify the Lender of any damage to any Crates, (5) replace any Crates that it does not retain or that are lost, and (6) repair any Crates that are damaged during storage in accordance with directions provided by the Lender. The Venue shall repack the Exhibit in the Crates in the same manner in which the Exhibit was received by the Venue.

D. Condition Reports. The Lender shall provide a condition report book ("Condition Report Book") that will be shipped with the Exhibit. The Venue shall examine each item of the Exhibit as it is unpacked and repacked and record each item's condition on the forms provided in the Condition Report Book. The Venue shall ensure that the condition of the Exhibit, including every part thereof, is checked regularly during the Exhibition Period. The Venue shall immediately record and report any damage, loss, or change in the condition of the Exhibit, or any part thereof, to the Lender. At all times that the Venue has possession of the Exhibit, the Venue must contact the Lender immediately upon the discovery of any damage, loss, or change in condition to the Exhibit, or any part thereof. The Venue shall not repair or alter the Exhibit, or any part thereof, except in compliance with Section 6.D.

E. Installation and Dismantling. The Venue, at its sole cost and expense, including without limitation the cost of any and all necessary staff, labor, equipment and supplies, and in strict accordance with this Section 5 of this Agreement and all instructions provided by the Lender, shall (1) install the Exhibit at the Venue Location and (2) not later than five (5) business days after the Closing Date, dismantle, remove, and repack the Exhibit using the Crates, and make the Exhibit available for return shipping in accordance with Section 5.B. of this Agreement.

Section 6. Exhibit Operation.

A. Exhibit Display. The Venue shall provide a space within the Venue Location for the proper and safe display of the Exhibit, as further described in Attachment A (the "Exhibit Space"). The Venue shall take all necessary precautions and customary measures to assure that the Exhibit Space is safe and secure and that the Exhibit is protected from any damage. The Venue, at its sole expense, shall be responsible for any and all modifications to the Exhibit Space that are required by law or local ordinance. At all times during the Exhibition Period's viewing hours, and at all times during the installation and dismantling of the Exhibit pursuant to Section 5.E., the Venue shall control access to the Exhibit Space and shall provide adequate security to protect the Exhibit. At all other times, the Venue shall not permit access to the Exhibit Space to persons other than the Venue's employees and other individuals authorized by the Venue.

B. Exhibit Entry and Admission. The Venue shall clearly mark the entry to the Exhibit Space and provide to each visitor information regarding access to the Exhibit.

C. Exhibit Operation and Security. At all times during the Exhibition Period, the Venue shall, at its sole cost and expense, provide all labor, equipment, and materials necessary for the proper operation, supervision, and security of the Exhibit, and shall pay all costs and expenses

associated with operating the Exhibit, including without limitation the cost of utilities, taxes, assessments, and fees.

D. Maintenance. At all times that the Exhibit is in the possession of the Venue, the Venue shall, at its sole cost and expense, timely perform (1) all reasonable and necessary maintenance of the Exhibit and (2) all reasonable and necessary repairs, but only after the Lender has approved such repairs in writing and only in accordance with the Lender's written instructions. Costs and expenses for which the Venue shall be responsible include, but are not limited to, the costs and expenses of shipping any Exhibit Materials to and from the Lender for repairs undertaken by the Lender, and the Lender's travel expenses to oversee any repairs undertaken by the Venue. If the Venue makes repairs without first obtaining the Lender's approval, the Venue shall be solely responsible for the cost of such repair and any additional repairs that the Lender may deem necessary, in its sole and absolute discretion, to restore and preserve the Exhibit, or any part thereof. The Venue shall provide the Lender with full access to the Exhibit at all reasonable times for the purposes of monitoring, repairing, or replacing the Exhibit, or any part thereof.

Section 7. Payment and Reporting.

A. License Fee. The Venue shall pay the License Fee to the Lender less any Deposit previously paid, to the Lender on or before the Opening Date.

B. Late Payments. Any past due amounts due and owing by the Venue pursuant to this Agreement shall bear interest at a rate equal to 1.5% per month.

C. Attendance Reporting. Not less than thirty (30) days after the Closing Date, the Venue shall provide to the Lender a report documenting (1) the number of visitors to the Venue who viewed the Exhibit during the Exhibition Period and (2) the daily and total attendance by visitors in the following categories: Adult (ages 18 and older), Youth (ages 4-17), Preschool (3 and under) and School Tour. At any time during the Exhibition Period, the Lender may request, and the Venue shall provide, such an attendance report setting forth the attendance at the Exhibit on any particular day of the Exhibition Period.

Section 8. Promotion and Sponsorship.

A. Promotion of the Exhibit. The Venue shall use commercially reasonable efforts to promote and advertise the Exhibit, including without limitation:

- (1) advertising the Exhibit;
- (2) issuing press releases and holding photo opportunities, prior to and during the Exhibition Period; and
- (3) providing educational programs for schools and the general public during the Exhibition Period.

The Venue shall include the Credit Line set forth in Attachment A on all written promotional, advertising, marketing, identification, and sponsorship materials and signage for the Exhibit. The Venue shall provide the Lender with copies of all written promotional, advertising, marketing, identification, and sponsorship materials and signage for the Exhibit for the Lender's advance review and approval. The Lender shall have at least five (5) days to review and approve any materials and signage, which such approval shall not be unreasonably withheld or delayed. It will not be unreasonable for the Lender to withhold its approval of the materials if such materials may have an adverse impact to the reputation, good will, or standing of the Lender or the creator of the works included in the Exhibit.

B. Sponsorship. The Venue may sell local sponsorships of the Exhibit to persons and entities and retain all funds from such sales, if the Lender has first approved such persons and entities in writing. The Lender shall not unreasonably withhold or delay its approval of such persons or entities. It will not be unreasonable for the Lender to withhold its approval if the person or entity may have an adverse impact to the reputation, good will, or standing of the Lender or the creator of the works included in the Exhibit.

Section 9. Insurance and Indemnification.

A. Property Damage Insurance. At all times that the Exhibit is in the possession of the Venue, the Venue shall, at its sole cost and expense, obtain and maintain property insurance coverage for the Exhibit, in an amount sufficient to cover the replacement cost of the Exhibit, or any part thereof. The Lender shall provide the Venue with an itemized list stating the appraised value for the Exhibit Materials not less than seven (7) days prior to taking possession of the Exhibit, the Venue shall provide to the Lender a certificate of insurance evidencing the coverage required by this Section. The Venue shall be solely responsible for the payment of any deductibles associated with such insurance.

B. Additional Requirements. The insurance coverage and certificate required by Section 9.A. of this Agreement must name the Lender as loss payee and must provide for thirty (30) days advance written notice to the Lender of any renewal, cancellation, or change in coverage. The Venue agrees to cooperate in good faith with the Lender, and to follow the direction of the Lender, with respect to the filing of any and all claims for property damage to the Exhibit.

C. Indemnification. The Venue shall indemnify, hold harmless, and defend the Lender from and against any and all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Venue's negligence, gross negligence or intentional misconduct, or the Venue's performance of, or failure to perform, its obligations pursuant to this Agreement.

Section 10. Cancellation and Termination.

A. Cancellations by the Venue. The Venue may cancel its reservation to display the Exhibit pursuant to this Agreement by providing the Lender with written notice as far in advance of the Opening Date as reasonably practicable. If the Venue cancels its reservation fewer than

ninety (90) days prior to the Opening Date, the Venue shall pay the full amount of the License Fee plus (1) any incidental costs and expenses incurred by the Lender for the shipment and storage of the Exhibit and (2) any other costs, expenses, or damages incurred by the Lender in reliance on its expectation of the Venue's performance pursuant to this Agreement or caused by the Venue's cancellation.

B. Termination by the Lender. The Lender shall have the right, at any time and for its convenience, to terminate this Agreement by giving ninety (90) days advance written notice to the Venue. If the Lender terminates this Agreement pursuant to this Section 10.B. prior to the Venue taking possession of the Exhibit, the Lender shall return any License Fee paid to the Lender by the Venue as of the effective date of the termination, this Agreement shall be null and void, and neither party shall have any further obligation to the other party. If the Lender terminates this Agreement pursuant to this Section 10.B. after the Venue has taken possession of the Exhibit, the Venue shall immediately return the Exhibit to the Lender pursuant to Section 5 of this Agreement or as otherwise instructed by the Lender, the Lender shall remit the remaining amount of the License Fee (prorated for the number of days remaining in the Exhibition Period after the effective date of termination, less any costs and expenses incurred by the Lender for any damage or repairs caused by or through the Venue), this Agreement shall be null and void, and neither party shall have any further obligation to the other party.

C. Termination for Breach. If the Venue fails to perform any of its material obligations pursuant to this Agreement, and such failure or breach continues for ten (10) days following written notice thereof from the Lender, then the Lender may terminate this Agreement upon written notice to the Venue, but such termination shall not relieve the Venue from its obligation to pay the full amount of the License Fee in accordance with Section 7.A. of this Agreement. The Lender shall not be responsible for any costs incurred by the Venue prior to the termination of this Agreement.

Section 11. General Provisions.

A. Binding Effect. This Agreement shall be binding on the Lender and the Venue and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Agreement to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

B. Remedies. Unless otherwise specified herein, all rights and remedies of the parties under this Agreement are cumulative of each other and of every other right or remedy which the parties may otherwise have at law or in equity, and the exercise by a party of any one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of any other rights or remedies.

C. Relationship of the Parties. For the purpose of performing their respective obligations pursuant to, and enjoying their rights under, this Agreement, the parties are independent of each other, and are not partners or joint venturers and no principal-agent relationship exists between them. Neither the Lender nor the Venue shall have any right, power, or authority whatsoever to create any obligation, express or implied, on behalf of the other party and shall have no authority to represent the other party as an agent.

D. Assignment. The Venue shall not assign this Agreement in whole or in part or assign any of the Venue's rights or obligations under this Agreement without the prior, express, written approval of the Lender, which approval may be withheld in the sole and absolute discretion of the Lender.

E. Confidential Information. All confidential information supplied by the Lender to the Venue for or in connection with this Agreement shall be held confidential by the Venue and shall not, without the prior, express, written consent of the Lender, be used for any purpose other than in connection with the performance of this Agreement.

F. No Waiver. No waiver will be binding upon a party unless it is express, in writing, and signed by a duly authorized officer of such party. Without limiting the preceding sentence, (1) a party's delay in exercising its rights or a party's partial exercise of its rights will not waive that right or any other right and (2) a waiver of one right will not operate as a waiver of any other or further right.

G. No Third Party Beneficiaries. Through this Agreement, the parties do not intend to confer any rights on any third parties. Therefore, no claim as a third party beneficiary under this Agreement by any person or entity will be valid against the Lender or the Venue.

H. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressee thereof when delivered in person, via email, or by a national overnight delivery service on a business day at the address set forth below, or on the third business day after being deposited in the United States mail, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the Lender shall be addressed to, and delivered at, the following address:

Lake County Forest Preserve District
Bess Bower Dunn Museum of Lake County
1899 W. Winchester Road
Libertyville, Illinois 60048
Attention: Robin Hill, Exhibit Designer
Email: Rhill@lcfpd.org

Notices and communications to the Venue shall be addressed to, and delivered at, the following address:

Museum of the Shenandoah Valley
901 Amherst St.
Winchester, Virginia 22601
Attention: Nancy Huth, Deputy Director of Arts and Education
Email: nhuth@themsv.org

The foregoing shall not be deemed to invalidate any notice actually received.

By notice complying with the requirements of this Section 11.H., the Lender and the Venue each shall have the right to change the address and addressee for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

I. Governing Laws; Venue for Judicial Proceeding. This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. If either party files a judicial proceeding against the other party related to this Agreement, venue for such proceeding will lie exclusively in either the Circuit Court of Lake County, Illinois, or in the United States District Court of the Northern District of Illinois.

J. Changes in Laws. Unless otherwise specifically provided in this Agreement, any reference to laws shall include such laws as they may be amended or modified from time to time.

K. Time. Time is of the essence of this Agreement. Except where otherwise stated, references in this Agreement to days shall be construed to refer to calendar days.

L. Severability. The parties intend that the provisions of this Agreement be interpreted when possible to sustain their legality and enforceability as a whole. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, that holding will not be deemed to affect the validity of the remaining part of such provision or the validity of any other provisions of this Agreement.

M. Entire Agreement. This Agreement, together with all exhibits and schedules attached hereto, and documents specifically referred to herein, contain the entire understanding between the Lender and the Venue with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between or among the Lender and the Venue relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

N. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Agreement will be effective unless and until such change is reduced to writing, approved by the Lender and the Venue, and executed and delivered by the Lender and the Venue.

O. Authority. Each person executing this Agreement represents and warrants that he or she has proper authority to enter into this Agreement on behalf of the party it purports to represent.

P. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will constitute an original, but all of which taken together will constitute one single agreement between the parties hereto. Any signature of a party to this Agreement that is sent by that party to the other party via a telefax transmission or via an email transmission in a PDF format shall be deemed a binding signature hereto.

[Signature Page Follows]

The Lender and the Venue have caused this Agreement to be executed as of the Effective Date.

Lender:

Venue:

Lake County Forest Preserve District

Museum of the Shenandoah Valley

By: Nan Buckardt
Name: Nan Buckardt
Its: Director of Education

By: 
Name: Dana Hand Evans
Its: Director and CEO

ATTACHMENT A

Venue Location: Museum of the Shenandoah Valley
901 Amherst St.
Winchester, Virginia 22601

Shipping Address: Same as venue location

Opening Date: September 16, 2023

Closing Date: February 18, 2024

Title: *Marvelocity: The Art of Alex Ross*

Payment Schedule: \$8,250 upon signing contract
\$8,250 July 2021
\$8,250 July 2022
\$8,250 September 2023

License Fee: \$33,000

Exhibit Space: A minimum of two hundred (200) linear feet of secured, maintained and temperature-controlled exhibit area within the Venue Location, located at 901 Amherst St., Winchester, Virginia 22601.

Credit Line: *Marvelocity: The Art of Alex Ross* was developed by the Bess Bower Dunn Museum of Lake County, www.dunnmuseum.org

Or

Marvelocity: The Art of Alex Ross was developed by (Dunn Museum logo), www.dunnmuseum.org

Exhibit Materials:

- 46 – Original Alex Ross 2D works on paper, framed and matted
- 7 – 3D resin sculptures designed by Alex Ross
- 2 – Boxes of mounted paper figures made by Alex Ross
- 2 – Sintra text panels – 32" x 24"
- 1 – Sintra text panel – 36" x 24"
- 1 – Reproduction panel mounted on sintra – 25" x 34"
- 1 – Reproduction panel mounted on sintra – 15" x 21"
- 55 – ID labels
- 2 – Activity board with hooks – 12" x 10"
- 10 – Sets of activity cards
- 1 – Condition report binder
- 1 – Installation guide binder
- 1 – Box of security hardware
- 5 – Shipping crates

Venue Exhibition Agreement

This Venue Exhibition Agreement ("Agreement") is made and entered into on April 1, 2021 (the "Effective Date") by the Lake County Forest Preserve District, which owns and operates the Bess Bower Dunn Museum of Lake County (f/k/a the Lake County Discovery Museum) (the "Lender") located at 1899 W. Winchester Road, Libertyville, Illinois 60048 ("Lender's Location"), and Montana State University, on behalf of the Museum of the Rockies (the "Venue"), having its principal place of business at 600 West Kagy Boulevard, Bozeman, Montana 59717.

For and in consideration of the mutual promises and covenants below, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Recitals.

A. The Lender has designed and produced an exhibition known by the title "Marvelocity: The Art of Alex Ross", featuring artwork by Alex Ross, including the materials identified as the "Exhibit Materials" on Attachment A attached hereto (the "Exhibit").

B. The Lender desires to lend to the Venue and the Venue desires to borrow from the Lender the Exhibit in order to promote and display the Exhibit at the Venue's location identified in Attachment A (the "Venue Location"), in accordance with the terms and conditions of this Agreement.

Section 2. Exhibit Description.

A. The Exhibit. During the period commencing on the Opening Date (identified on Attachment A) and ending on the Closing Date (identified on Attachment A) (the "Exhibition Period"), the Venue may display the Exhibit to the public only at the Venue Location, in accordance with this Agreement including the License defined in Section 4.B. and all instructions that are provided by the Lender from time to time, as provided in this Agreement.

B. Exhibit Title. When displaying all or any portion of the Exhibit, the Venue shall use the title set forth in Attachment A (the "Title"), and no other title, for the Exhibit. All references by the Venue to the Exhibit in any and all marketing, public relations, advertising and other communications shall refer to the Exhibit by the Title.

Section 3. Deposit.

To reserve the Exhibit for the Exhibition Period, the Venue shall, not more than ten (10) days after the Effective Date, pay to the Lender a non-refundable deposit in the amount set forth in Attachment A (the "Deposit"). The Deposit shall be applied in full as a credit against the payment of the License Fee (identified on Attachment A) by the Venue due to the Lender pursuant to Section 7.A. of this Agreement. If the Venue fails to pay the Deposit in strict accordance with the terms of this Section, the Lender may terminate this Agreement by written notice to the Venue, in which case this Agreement will be of no further force or effect.

Section 4. Term and License.

A. Term. This Agreement shall become effective upon the Effective Date and shall remain in effect until all obligations under this Agreement are satisfied or until this Agreement is terminated as provided herein.

B. Limited License. The Lender hereby grants to the Venue for the term of this Agreement, a limited license (without any rights to sublicense) to display the Exhibit and to use the Exhibit, the Exhibit Materials, and any related intellectual property, know-how, or information in connection therewith (collectively, the "Property"), subject to the terms and conditions of this Agreement (the "License"). Except for the License granted herein, the Lender is not transferring any other license, right, title, or interest, either express or implied, in or to the Property, including but not limited to all trademarks, copyrights, logos, and other intellectual property related to the Property. The Venue's use of the Property shall be restricted solely to the display, advertisement, and promotion of the Exhibit by the Venue in accordance with this Agreement, and shall not include any resale or merchandising rights unless authorized in advance in writing by the Lender.

Section 5. Shipping, Installation, and Dismantling.

A. Shipment of Exhibit to the Venue. The Lender shall arrange for the delivery of the Exhibit to the Venue to the shipping address set forth in Attachment A (the "Shipping Address"). At least twenty-one (21) days in advance of the Opening Date, the Lender will notify the Venue as to the date the Exhibit will be delivered to the Shipping Address. The Lender will cause the Exhibit to be delivered to the Shipping Address not less than ten (10) days but not more than fifteen (15) days prior to the Opening Date. The Venue shall timely pay all costs associated with freight, insurance, transit insurance and any other costs associated with the shipment of the Exhibit to the Shipping Address. At all times during the shipment of the Exhibit and while the Venue has possession or control over the Exhibit, the Venue shall bear the risk of loss. If the Venue Location and the Shipping Address are different, the Venue is responsible for transporting the Exhibit to the Venue Location via experienced, professional art handlers approved in advance in writing by the Lender.

B. Return of Exhibit. The Lender shall arrange for the pick-up and return shipment of the Exhibit after the Closing Date. At least twenty-one (21) days in advance of the Closing Date, the Lender will notify the Venue as to the date the Exhibit will be picked up from the Venue. The Venue shall dismantle and prepare the Exhibit for delivery in accordance with Sections 5.C., 5.D., and 5.E. of this Agreement, and make the Exhibit available for shipping on such date, all in strict accordance with instructions from the Lender. If the Exhibit is to be returned to the Lender's Location, the Venue shall timely pay all costs associated with freight, insurance, transit insurance and any other costs associated with the return shipment of the Exhibit to the Lender's Location.

C. Crating. The Lender shall provide all crates and packing materials necessary for the delivery of the Exhibit (collectively, "Crates"). The Venue shall follow all unpacking and repacking instructions provided by the Lender and cause the Exhibit to be unpacked, moved, handled, installed, and repacked by experienced, professional art handlers. After unpacking the

Crates, the Venue, at its sole expense, shall (1) retain all Crates, (2) store the Crates in a secure, dry area, (3) exercise due care to protect the Crates from exposure to extremes in temperature and humidity and other circumstances that could result in damage to and loss of the Crates, (4) immediately notify the Lender of any damage to any Crates, (5) replace any Crates that it does not retain or that are lost, and (6) repair any Crates that are damaged during storage in accordance with directions provided by the Lender. The Venue shall repack the Exhibit in the Crates in the same manner in which the Exhibit was received by the Venue.

D. Condition Reports. The Lender shall provide a condition report book (“Condition Report Book”) that will be shipped with the Exhibit. The Venue shall examine each item of the Exhibit as it is unpacked and repacked and record each item's condition on the forms provided in the Condition Report Book. The Venue shall ensure that the condition of the Exhibit, including every part thereof, is checked regularly during the Exhibition Period. The Venue shall immediately record and report any damage, loss, or change in the condition of the Exhibit, or any part thereof, to the Lender. At all times that the Venue has possession of the Exhibit, the Venue must contact the Lender immediately upon the discovery of any damage, loss, or change in condition to the Exhibit, or any part thereof. The Venue shall not repair or alter the Exhibit, or any part thereof, except in compliance with Section 6.D.

E. Installation and Dismantling. The Venue, at its sole cost and expense, including without limitation the cost of any and all necessary staff, labor, equipment and supplies, and in strict accordance with this Section 5 of this Agreement and all instructions provided by the Lender, shall (1) install the Exhibit at the Venue Location and (2) not later than five (5) business days after the Closing Date, dismantle, remove, and repack the Exhibit using the Crates, and make the Exhibit available for return shipping in accordance with Section 5.B. of this Agreement.

Section 6. Exhibit Operation.

A. Exhibit Display. The Venue shall provide a space within the Venue Location for the proper and safe display of the Exhibit, as further described in Attachment A (the “Exhibit Space”). The Venue shall take all necessary precautions and customary measures to assure that the Exhibit Space is safe and secure and that the Exhibit is protected from any damage. The Venue, at its sole expense, shall be responsible for any and all modifications to the Exhibit Space that are required by law or local ordinance. At all times during the Exhibition Period’s viewing hours, and at all times during the installation and dismantling of the Exhibit pursuant to Section 5.E., the Venue shall control access to the Exhibit Space and shall provide adequate security to protect the Exhibit. At all other times, the Venue shall not permit access to the Exhibit Space to persons other than the Venue’s employees and other individuals authorized by the Venue.

B. Exhibit Entry and Admission. The Venue shall clearly mark the entry to the Exhibit Space and provide to each visitor information regarding access to the Exhibit.

C. Exhibit Operation and Security. At all times during the Exhibition Period, the Venue shall, at its sole cost and expense, provide all labor, equipment, and materials necessary for the proper operation, supervision, and security of the Exhibit, and shall pay all costs and expenses

associated with operating the Exhibit, including without limitation the cost of utilities, taxes, assessments, and fees.

D. Maintenance. At all times that the Exhibit is in the possession of the Venue, the Venue shall, at its sole cost and expense, timely perform (1) all reasonable and necessary maintenance of the Exhibit and (2) all reasonable and necessary repairs, but only after the Lender has approved such repairs in writing and only in accordance with the Lender's written instructions. Costs and expenses for which the Venue shall be responsible include, but are not limited to, the costs and expenses of shipping any Exhibit Materials to and from the Lender for repairs undertaken by the Lender, and the Lender's travel expenses to oversee any repairs undertaken by the Venue. If the Venue makes repairs without first obtaining the Lender's approval, the Venue shall be solely responsible for the cost of such repair and any additional repairs that the Lender may deem necessary, in its sole and absolute discretion, to restore and preserve the Exhibit, or any part thereof. The Venue shall provide the Lender with full access to the Exhibit at all reasonable times for the purposes of monitoring, repairing, or replacing the Exhibit, or any part thereof.

Section 7. Payment and Reporting.

A. License Fee. The Venue shall pay the License Fee to the Lender less any Deposit previously paid, to the Lender on or before the Opening Date.

B. Late Payments. Any past due amounts due and owing by the Venue pursuant to this Agreement shall bear interest at a rate equal to 1.5% per month.

C. Attendance Reporting. Not less than thirty (30) days after the Closing Date, the Venue shall provide to the Lender a report documenting (1) the number of visitors to the Venue who viewed the Exhibit during the Exhibition Period and (2) the daily and total attendance by visitors in the following categories: Adult (ages 18 and older), Youth (ages 4-17), Preschool (3 and under) and School Tour. At any time during the Exhibition Period, the Lender may request, and the Venue shall provide, such an attendance report setting forth the attendance at the Exhibit on any particular day of the Exhibition Period.

Section 8. Promotion and Sponsorship.

A. Promotion of the Exhibit. The Venue shall use commercially reasonable efforts to promote and advertise the Exhibit, including without limitation:

- (1) advertising the Exhibit;
- (2) issuing press releases and holding photo opportunities, prior to and during the Exhibition Period; and
- (3) providing educational programs for schools and the general public during the Exhibition Period.

The Venue shall include the Credit Line set forth in Attachment A on all written promotional, advertising, marketing, identification, and sponsorship materials and signage for the Exhibit. The Venue shall provide the Lender with copies of all written promotional, advertising, marketing, identification, and sponsorship materials and signage for the Exhibit for the Lender's advance review and approval. The Lender shall have at least five (5) days to review and approve any materials and signage, which such approval shall not be unreasonably withheld or delayed. It will not be unreasonable for the Lender to withhold its approval of the materials if such materials may have an adverse impact to the reputation, good will, or standing of the Lender or the creator of the works included in the Exhibit.

B. Sponsorship. The Venue may sell local sponsorships of the Exhibit to persons and entities and retain all funds from such sales, if the Lender has first approved such persons and entities in writing. The Lender shall not unreasonably withhold or delay its approval of such persons or entities. It will not be unreasonable for the Lender to withhold its approval if the person or entity may have an adverse impact to the reputation, good will, or standing of the Lender or the creator of the works included in the Exhibit.

Section 9. Insurance and Liability.

A. Property Damage Insurance. At all times that the Exhibit is in the possession of the Venue, the Venue shall, at its sole cost and expense, obtain and maintain property insurance coverage for the Exhibit, in an amount sufficient to cover the replacement cost of the Exhibit, or any part thereof. The Lender shall provide the Venue with an itemized list stating the appraised value for the Exhibit Materials not less than seven (7) days prior to taking possession of the Exhibit, the Venue shall provide to the Lender a certificate of insurance evidencing the coverage required by this Section. The Venue shall be solely responsible for the payment of any deductibles associated with such insurance.

B. Additional Requirements. The insurance coverage and certificate required by Section 9.A. of this Agreement must name the Lender as loss payee and must provide for thirty (30) days advance written notice to the Lender of any renewal, cancellation, or change in coverage. The Venue agrees to cooperate in good faith with the Lender, and to follow the direction of the Lender, with respect to the filing of any and all claims for property damage to the Exhibit.

C. Liability; Cooperation. Each party shall be liable only for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law following adjudication and a final determination by a court of competent jurisdiction. With respect to loss, expense, damage, liability, claims or demands arising from the negligence or misconduct of the Venue, the Venue shall cooperate with the Lender in the defense of any action or claim brought against the Lender seeking the foregoing damage or relief, provided, however, the Venue reserves its right to assert in good faith all claims and defenses available to it in any proceeding.

Section 10. Cancellation and Termination.

A. **Cancellations by the Venue.** The Venue may cancel its reservation to display the Exhibit pursuant to this Agreement by providing the Lender with written notice as far in advance of the Opening Date as reasonably practicable. If the Venue cancels its reservation fewer than ninety (90) days prior to the Opening Date, the Venue shall pay the full amount of the License Fee plus (1) any incidental costs and expenses incurred by the Lender for the shipment and storage of the Exhibit and (2) any other costs, expenses, or damages incurred by the Lender in reliance on its expectation of the Venue's performance pursuant to this Agreement or caused by the Venue's cancellation.

B. **Termination by the Lender.** The Lender shall have the right, at any time and for its convenience, to terminate this Agreement by written notice to the Venue. If the Lender terminates this Agreement pursuant to this Section 10.B. prior to the Venue taking possession of the Exhibit, the Lender shall return any License Fee paid to the Lender by the Venue as of the effective date of the termination, this Agreement shall be null and void, and neither party shall have any further obligation to the other party. If the Lender terminates this Agreement pursuant to this Section 10.B. after the Venue has taken possession of the Exhibit, the Venue shall immediately return the Exhibit to the Lender pursuant to Section 5 of this Agreement or as otherwise instructed by the Lender, the Lender shall remit the remaining amount of the License Fee (prorated for the number of days remaining in the Exhibition Period after the effective date of termination, less any costs and expenses incurred by the Lender for any damage or repairs caused by or through the Venue), this Agreement shall be null and void, and neither party shall have any further obligation to the other party.

C. **Termination for Breach.** If the Venue fails to perform any of its material obligations pursuant to this Agreement, and such failure or breach continues for ten (10) days following written notice thereof from the Lender, then the Lender may terminate this Agreement upon written notice to the Venue, but such termination shall not relieve the Venue from its obligation to pay the full amount of the License Fee in accordance with Section 7.A. of this Agreement. The Lender shall not be responsible for any costs incurred by the Venue prior to the termination of this Agreement.

Section 11. General Provisions.

A. **Binding Effect.** This Agreement shall be binding on the Lender and the Venue and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Agreement to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

B. **Remedies.** Unless otherwise specified herein, all rights and remedies of the parties under this Agreement are cumulative of each other and of every other right or remedy which the parties may otherwise have at law or in equity, and the exercise by a party of any one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of any other rights or remedies.

C. Relationship of the Parties. For the purpose of performing their respective obligations pursuant to, and enjoying their rights under, this Agreement, the parties are independent of each other, and are not partners or joint venturers and no principal-agent relationship exists between them. Neither the Lender nor the Venue shall have any right, power, or authority whatsoever to create any obligation, express or implied, on behalf of the other party and shall have no authority to represent the other party as an agent.

D. Assignment. The Venue shall not assign this Agreement in whole or in part or assign any of the Venue's rights or obligations under this Agreement without the prior, express, written approval of the Lender, which approval may be withheld in the sole and absolute discretion of the Lender.

E. Confidential Information. All confidential information supplied by the Lender to the Venue for or in connection with this Agreement shall be held confidential by the Venue and shall not, without the prior, express, written consent of the Lender, be used for any purpose other than in connection with the performance of this Agreement. However, if Lender receives a subpoena or other request for confidential information and Lender is required by law (including a freedom of information statute or "sunshine law") to provide the requested information, Lender will not be in violation of this Agreement if it (1) promptly notifies Lender that Venue has received such a subpoena or request and (2) provides to Lender a copy of Venue's response to the subpoena or request, including the documents or other information provided in response.

F. No Waiver. No waiver will be binding upon a party unless it is express, in writing, and signed by a duly authorized officer of such party. Without limiting the preceding sentence, (1) a party's delay in exercising its rights or a party's partial exercise of its rights will not waive that right or any other right and (2) a waiver of one right will not operate as a waiver of any other or further right.

G. No Third Party Beneficiaries. Through this Agreement, the parties do not intend to confer any rights on any third parties. Therefore, no claim as a third party beneficiary under this Agreement by any person or entity will be valid against the Lender or the Venue.

H. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressee thereof when delivered in person, via email, or by a national overnight delivery service on a business day at the address set forth below, or on the third business day after being deposited in the United States mail, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the Lender shall be addressed to, and delivered at, the following address:

Lake County Forest Preserve District
Bess Bower Dunn Museum of Lake County
1899 W. Winchester Road
Libertyville, Illinois 60048
Attention: Robin Hill, Exhibit Designer
Email: rhill@lcfpd.org

Notices and communications to the Venue shall be addressed to, and delivered at, the following address:

Museum of the Rockies
600 W. Kagy Boulevard
Bozeman, Montana 59717
Attention: Scott Williams, Interim Director of Exhibits
Email: scott.williams10@montana.edu

The foregoing shall not be deemed to invalidate any notice actually received.

By notice complying with the requirements of this Section 11.H., the Lender and the Venue each shall have the right to change the address and addressee for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

I. Venue for Judicial Proceeding. If either party files a judicial or similar proceeding against the other party related to this Agreement, venue for such proceeding will lie exclusively in either the Circuit Court of Lake County, Illinois, or in the United States District Court of the Northern District of Illinois, notwithstanding the venue that would lie under the laws, including the conflict of laws rules, otherwise applicable to this Agreement.

J. Changes in Laws. Unless otherwise specifically provided in this Agreement, any reference to laws shall include such laws as they may be amended or modified from time to time.

K. Time. Time is of the essence of this Agreement. Except where otherwise stated, references in this Agreement to days shall be construed to refer to calendar days.

L. Severability. The parties intend that the provisions of this Agreement be interpreted when possible to sustain their legality and enforceability as a whole. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, that holding will not be deemed to affect the validity of the remaining part of such provision or the validity of any other provisions of this Agreement.

M. Entire Agreement. This Agreement, together with all exhibits and schedules attached hereto, and documents specifically referred to herein, contain the entire understanding between the Lender and the Venue with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between or among the Lender and the Venue relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

N. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Agreement will be effective unless and until such change is reduced to writing, approved by the Lender and the Venue, and executed and delivered by the Lender and the Venue.

O. Authority. Each person executing this Agreement represents and warrants that he or she has proper authority to enter into this Agreement on behalf of the party it purports to represent.

P. Counterparts: Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will constitute an original, but all of which taken together will constitute one single agreement between the parties hereto. Any signature of a party to this Agreement that is sent by that party to the other party via a telefax transmission or via an email transmission in a PDF format shall be deemed a binding signature hereto.

[Signature Page Follows]

The Lender and the Venue have caused this Agreement to be executed as of the Effective Date.

Lender:

Lake County Forest Preserve District

By: Nancy Buckardt
Name: Nancy Buckardt
Its: Director of Education

Venue:

Montana State University, on behalf of the
Museum of the Rockies

By: Christopher Dobbs 7/28/21
Name: Christopher Dobbs
Its: Executive Director
Museum of the Rockies

ATTACHMENT A

Venue Location: Museum of the Rockies
600 W. Kagy Boulevard
Bozeman, Montana 59717

Shipping Address: Same as Venue Location

Opening Date: January 21, 2023

Closing Date: May 7, 2023

Title: *Marvelocity: The Art of Alex Ross*

Deposit: \$11,250.00

License Fee: \$22,500.00

Exhibit Space: A minimum of two hundred (200) linear feet of secured, maintained and temperature-controlled exhibit area within the Venue Location, located at 600 W. Kagy Boulevard Bozeman, Montana 59717.

Credit Line: *Marvelocity: The Art of Alex Ross* was developed by the Bess Bower Dunn Museum of Lake County, www.dunnmuseum.org

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