



DATE: February 6, 2023

Agenda Item # 10-4

TO: Jessica Vealitzek, Chair
Operations Committee

FROM: Nan Buckardt
Director of Education

RECOMMENDATION: Recommend approval of a Resolution Approving an Exhibition Loan Agreement with Landau Traveling Exhibitions, LLC for the District's rental of a special exhibit titled *Childhood Classics: 100 Years of Children's Book Illustration*, in the sum of \$32,500.00.

STRATEGIC DIRECTION SUPPORTED: Communication, Education, and Outreach

FINANCIAL DATA: A 50% down payment of \$16,250.00 will be paid in FY23 to secure the exhibition reservation. The remainder of the payment will be paid in FY25 when the exhibition will be on display. Funding for the down payment is approved in the FY23 budget in Exhibits Miscellaneous Contractuals, account 14724000-709000-70007.

BACKGROUND: Successful special exhibitions help fulfill the Dunn Museum's mission by "...provid(ing) captivating educational experiences for the benefit of every Lake County resident" while exposing new visitors to the Museum's permanent collections and galleries.

This special exhibition has 140 original works included from more than 75 beloved children's books. It explores the history of children's books from the turn of the century pen and ink Mother Goose art to the most popular works of today including digital creations. The exhibition features the original art of Dr. Seuss, the iconic Wild Things of Maurice Sendak and the perennial heroism of Garth Williams' Stuart Little. Among the many classic illustrators featured are Rosemary Wells, Richard Scarry, Chris Van Allsburg and Hilary Knight. Fondly remembered characters of literature include Babar, Eloise, Madeline, The Cat in the Hat and Dick & Jane.

A 50% down payment with a signed contract is standard practice for rental exhibitions. This exhibit is scheduled for display October 18, 2025 – January 18, 2026.

REVIEW BY OTHERS: Exhibitions and Collections Manager, Chief Operations Officer, Director of Finance, Corporate Counsel.

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

**A RESOLUTION APPROVING AN AGREEMENT WITH LANDAU TRAVELING
EXHIBITIONS, LLC FOR RENTAL OF A SPECIAL 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 regularly hosts traveling exhibitions for the pleasure, education, and recreation of the public and to introduce new audiences to the Dunn Museum and its permanent exhibitions; and

WHEREAS, it is in the best interest and serves the purposes of the District to approve an Exhibition Loan Agreement between the District and Landau Traveling Exhibitions, LLC (“Landau”), in substantially the form attached hereto, under which the District would rent from Landau the traveling exhibition titled *Childhood Classics: 100 Years of Children’s Book Illustration* (the “Exhibition Loan Agreement”);

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 part of this Resolution by this reference.

Section 2: Approval of Exhibition Loan Agreement. The Exhibition Loan Agreement, in substantially the form attached hereto, is hereby approved. The Executive Director, or his designee, is hereby authorized and directed to execute the Exhibition Loan Agreement.

Section 3: 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 _____, 2023.

AYES:

NAYS:

APPROVED this _____ day of _____, 2023.

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary

Exhibit No. _____

LANDAU
TRAVELING EXHIBITIONS

Exhibition Loan Agreement

For the exhibition

CHILDHOOD CLASSICS
100 YEARS OF CHILDREN'S BOOK ILLUSTRATION
from the Art Kandy Collection

At the

Dunn Museum of Lake County
1899 W Winchester Rd, Libertyville, IL

October 18, 2025 – January 18, 2026
Revised JL 082322

EXHIBITION LOAN AGREEMENT

This Agreement is made and entered into as of _____ 2022 by and between Landau Traveling Exhibitions, LLC of 3615 Moore St., Los Angeles, CA 90066 (hereinafter referred to as LTE), on the one hand, and the Dunn Museum of Lake County of 1899 W Winchester Rd, Libertyville, IL 60048 (hereinafter referred to as "Exhibitor"), on the other hand.

This Agreement is made and entered into based upon the facts contained on the attached fact sheet marked Exhibit A and incorporated herein by this reference as part of this Agreement.

NOW THEREFORE the parties hereto agree as follows:

1. Exhibitor agrees to borrow and LTE agrees to lend that certain collection of artwork entitled **"CHILDHOOD CLASSICS: 100 YEARS OF CHILDREN'S BOOK ILLUSTRATION ART - SELECTIONS FROM THE ART KANDY COLLECTION"** (hereinafter referred to as "Exhibition") and more particularly described in Exhibit A hereto (herein collectively referred to as the "Works"). However, LTE may substitute comparable replacement works for any of the works listed in Exhibit A, which may become unavailable to circulate.

2. In consideration of LTE lending to the Exhibitor the Works for the term set forth below, Exhibitor shall pay LTE the sum of **\$32,500** plus "wall to wall" insurance coverage and the costs of shipping the Works to the Exhibitor from its previous location, and for the return shipment to storage in Los Angeles if no subsequent venue has been scheduled. The aforementioned sum shall be payable to LTE as follows:

A. \$16,250 due with signed contract; and

B. \$16,250 plus shipping costs, immediately upon delivery to & receipt of works by Exhibitor

3. Exhibitor shall have the right in accordance with the terms hereof to possess and exhibit to the public the Works for a period commencing on **October 18, 2025 (the "Opening Date") and terminating upon January 18, 2026 (the "Closing Date")**, at which date the Works will no longer be publicly exhibited thereafter. The works will arrive at Exhibitor's premises no later than 10 days prior to the Opening Date and Exhibitor shall have the Works fully packed and ready for shipping to a destination determined by LTE within 7 days ("Package Days"), of the Closing Date. Retention by Exhibitor of the Works past the Closing Date plus the Package Days without LTE's written consent shall, without limiting any other rights or remedies LTE may have under this Agreement or otherwise, be charged to the Exhibitor at the rate of \$750 per day payable weekly on or before the Friday of any given week.

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4. No later than sixty (60) days prior to the shipping of the Works to the Exhibitor, Exhibitor shall supply LTE with a Certificate of Insurance for "wall to wall" insurance coverage from an insurance company approved by LTE naming LTE and Lee Cohen as the loss payee to the extent of the cumulative values listed on Exhibit A, and to include the time period that the Works will be housed at Exhibitor's institution and during shipments.

5. Prior to execution hereof, Exhibitor shall provide LTE with a completed American Alliance of Museums Facilities Report providing detailed information on building and security arrangements, for approval by LTE. Upon approval, the Facilities Report shall be attached hereto, and shall be a part hereof.

6. The Works shall be displayed and shown in a dignified and suitable manner and shall not be removed from the premises of Exhibitor without the express written consent of LTE.

7. The public shall be admitted to the exhibition of the Works without any restriction based upon race, creed or color.

8. Shipments of the Works will be arranged by LTE. Exhibitor shall explicitly follow all instructions regarding the shipping, packing, unpacking, display, exhibition and required security arrangements with respect to the Works.

9. Exhibitor agrees to receive the Works directly into their premises into a climate-controlled space where the Works will be protected by security during the unpacking, installation, dismantling, and repacking of the works of art. All works of art must be repacked using the same packing materials in which the objects were received. Secure storage of crates and packing materials in a climate-controlled environment during the Exhibition is the responsibility of Exhibitor.

10. The condition of each work and its mount and/or frame will be checked on the Exhibitors' premises directly after unpacking and immediately prior to repacking. Condition checks will be performed at regular intervals by a skilled member of the Exhibitor's staff. Any change in condition will be noted and reported immediately to LTE. If any work is discovered to be in unstable or otherwise vulnerable physical condition, Exhibitor will withdraw such work from the exhibition immediately. In the event of any such condition requiring withdrawal, or in the event that there is any change in condition of any work or if any work is damaged, lost, or stolen, Exhibitors will notify immediately LTE, and telephone notification will be followed by written and faxed confirmation to LTE. Any damage to any work, or change in its condition, will be photographed immediately at the time of discovery and the photograph will be included with the written report. Exhibitor will comply with any subsequent instructions from LTE, with respect to such work.

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11. No work of art will be removed from its frame nor any conservation procedures performed on it prior to consultation and written permission from LTE, except in an emergency arising from accident, fire, earthquake, etc., to prevent deterioration, or if such has occurred, to prevent further damage or deterioration. All emergency procedures and their cause will be reported immediately by telephone and fax to LTE, as above.

12. LTE will provide the following materials:

- A. text panel copy
- B. label copy for the works.
- C. images of works for publicity use

13. Exhibitor is responsible for the installation of the Exhibition, including but not limited to construction, exhibition furniture, lighting, and graphics. Installation of the Exhibition will not take place until all construction and painting activities in the exhibition galleries have been completed. No works of art may be displayed in close proximity to sources of heat or cold, sources of possible moisture damage.

14. Exhibitor will make best efforts to maintain climate control at stable levels in spaces where the Exhibition is stored or displayed, with particular attention given to maintaining acceptable light and humidity levels. Unless otherwise specified or agreed upon, best efforts will be made to maintain relative humidity levels at 50% (plus or minus 5%). Unless otherwise specified or agreed upon, best efforts will be made to maintain a stable temperature between 65° and 74° Fahrenheit, aiming for 68° to 70° Fahrenheit. Works must not be exposed to direct or reflected daylight or strong artificial illumination (unless fluorescent fixtures have been fitted with ultraviolet filters). Acceptable light levels are 5 foot candles (50 LUX) for works on paper and other light sensitive materials, and 20 foot candles (200 LUX) for all other works. The Works may not be inspected, examined, studied or analyzed by use of infrared or ultraviolet light or any other such means for any purpose whatever.

15. Exhibitor will be responsible for protecting the Works 24 hours a day from the dangers of fire, smoke, water damage, loss, theft, and vandalism during unpacking, repacking, storage, installation, and exhibition, and will ensure that constant electronic security monitoring or regular patrols of security personnel are in place with at least one guard assigned to monitor the galleries at all times during public hours. No food, beverage, or smoking may be allowed in any area of Exhibitor's building where the objects are being displayed or stored at any time including during installation or special events.

16. In the galleries where the Exhibition is installed, the Exhibition will be identified prominently with the full title of the exhibition and with the following credit line: "The exhibition was curated and organized by Lee Cohen and Lois Sarkisian of Art Kandy in association with Landau Traveling Exhibitions. Exhibition Tour Management by Landau Traveling Exhibitions."

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17. All publicity, promotional, and educational materials with the exception of banners, directional signage, calendar listings, and weekly continuity ads must carry the following full title of the Exhibition and the following: "The exhibition was curated and organized by Lee Cohen and Lois Sarkisian of Art Kandy in association with Landau Traveling Exhibitions. Exhibition Tour Management by Landau Traveling Exhibitions."

18. Exhibitors may not photograph any of the individual works in the Exhibition without the prior express written consent of LTE. Photography of any works in the Exhibition is not permitted except in the case of installation photographs for archival or documentary purposes or as otherwise authorized by LTE. In addition, the objects may not be filmed, taped, or digitized without express permission from LTE. No reproductions of the Works, films or videotapes of the Exhibition may be distributed commercially or offered for sale without prior written approval from LTE.

19. At the close of the exhibition Exhibitor will gather the following materials to send to LTE: attendance figures for the exhibition; two copies of printed matter produced by Exhibitors in conjunction with the exhibition such as posters, brochures, checklists, press releases, invitations and any other material relating to the exhibition; two copies of press clippings of reviews and articles about the exhibition from newspapers, magazines, and other media (television, radio, web). The cost of supplying these materials will be borne by Exhibitors.

20. Notwithstanding any other provision contained herein, Exhibitor shall be liable for any damage or loss of the Works while at Exhibitor's premises. Without limiting the foregoing failure of Exhibitor to report any damage or loss of the Works upon receipt of the Borrower of the same shall preclude Exhibitor from the avoidance of the foregoing liability on the basis of prior damage or loss. Exhibitor must use the highest degree of care afforded works of fine arts by curators and trained museum staff of the highest skill and expertise.

21. Cancellation of Agreement - This Agreement may not be canceled by Exhibitor for any reason. If the Exhibitor attempts to cancel this agreement or fails to take delivery of the Works in accordance herewith, amounts due LTE pursuant to paragraph 2.B. above shall become due upon the earlier of said attempted cancellation or the Opening Date set forth in paragraph 3. above as administrative and curatorial fees incurred by Exhibitor hereunder.

22. Exhibitor shall remain liable and to the extent permitted by the laws of the State of California, indemnify LTE and hold LTE harmless from any liability in connection with Exhibitor's promotion or exploitation of the Works.

23. Miscellaneous Provisions:

a. Should any part or provision of this Agreement, for any reason, be declared invalid, void, or unenforceable, the remaining portions and provisions shall continue in full force and effect.

B. In the event LTE is deemed to be in default hereof, Exhibitor shall be limited as a remedy therefore to the recovery of money damages only, and same shall be limited to the amount of fees actually paid by Exhibitor to LTE hereunder.

c. Except as set forth hereinabove, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, representatives, successors, and assigns.

d. All notices required by this agreement shall be in writing and shall be served personally or mailed by certified mail, return receipt requested, to the address of the parties herein specified, or to such other addresses the parties may indicate in the future by written notice in accordance herewith. A copy of all notices to LTE at 3615 Moore St., Los Angeles, CA 90066.

e. The Recitals as set forth in above paragraphs A through B shall be deemed to be a part of this Agreement and shall be incorporated as warranties and representations by each party to the other, as appropriate.

f. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended or modified except in writing.

g. This Agreement shall be construed in accordance with the Laws of California pertaining to agreements entered into and wholly performed within said State.

h. This Agreement is not intended to create a partnership, joint venture or employer/employee relationship between any of the parties hereto. This agreement is not intended as an agreement entered into for the benefit of a third party.

i. The parties hereto agree to execute any writings, instruments, or applications necessary to carry out the intent of this Agreement.

j. Neither party hereto shall be deemed to be in breach or default of any of its obligations hereunder unless and until the other party shall have given the alleged breaching or defaulting party specific written notice by certified or registered mail, return receipt requested, of the specific nature of such breach and the alleged breaching party shall have failed to cure the breach or default within thirty (30) days after receipt of said written notice. In the event that the alleged breach or default is not cured as described herein, the other party may terminate this Agreement by written notice to the breaching party, which must be sent within thirty (30) days from the expiration of the thirty (30) day period.

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k. In the event any action, suit, proceeding, or arbitration arising from or based upon this contract is brought by either party hereto to enforce or interpret the terms hereof the Judge, Magistrate or Arbitrator adjudicating said dispute may, in its discretion, award the prevailing party, in addition to any other relief granted, its reasonable attorneys' fees in connection with the prosecution of said action, suit, proceeding or arbitration.

l. As used herein, the masculine, feminine, or neuter gender, and the singular or plural number shall each be deemed to include the others whenever the context so indicates.

m. Notwithstanding any other provision contained herein LTE shall not be liable to Exhibitor for losses due to LTE 's inability to perform in accordance with the terms hereof that result from so-called "Acts of God" or labor disputes which circumstances make it impossible or impracticable for LTE to perform hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

LANDAU TRAVELING EXHIBITIONS, LLC (LTE)

By: Jeffrey Landau, Owner

DUNN MUSEUM

By:

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