

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of the 15th of December 2022 by and between Imagine Exhibitions Inc. ("Exhibitor"), a corporation organized under the laws of the State of Georgia and having its principal place of business at, 2870 Peachtree Road, # 418, Atlanta, GA 30305 (Attn: Tom Zaller) and the Louisville/Jefferson County Metro Government, acting by and through its Louisville Zoological Gardens ("Host") having its principal place of business at 1100 Trevilian Way, Louisville, KY 40213 (Attn: Stephanie Moore, Assistant Director)

WHEREAS, Exhibitor represents an "Exhibition" entitled *Nature Connects* which was created by Sean Kenney Design: Art with LEGO Bricks, and Host desires to present and promote the exhibition;

WHEREAS, the Host is in the business of operating a visitor attraction or museum and presenting museum styled exhibitions in their Venue for view by the public and the Host desires to present certain Exhibitions owned or managed by the Exhibitor, and

WHEREAS, the parties desire work with one another and agree to the financial and operational terms enclosed herein that include Exhibition Fee payments, in the manner provided in this Agreement,

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1 Definitions. For the purposes of this Agreement the following terms shall have the following meanings:

1.1 Exhibition means the collection of Sculptures (identified in Exhibit B), Exhibitory and Supporting Materials. The Exhibition is entitled *Nature Connects* (Exhibition Name).

1.2 Exhibition Fee means the fee paid to Exhibitor in consideration of the right and privileges granted by Exhibitor to Host during the Term. This fee is based on the Host not upcharging the Exhibition to visitors. Upcharge is defined as an additional fee to visitors, on top of general admission, to enter the traveling exhibition.

1.3 Exhibition Premises means the space at the Venue furnished by the Host and approved by the Exhibitor, for the installation and operation of the Exhibition during the Exhibition Term.

1.4 Exhibition Term means the time in which the Exhibition arrives at the Venue, will be open to the public and through the final day of the load out of the Exhibition from the Venue, as set forth in Section 1 of Exhibit A of this Agreement. Any extension or postponement of the Exhibition Term shall be subject to the mutual written agreement of the parties.

1.5 Exhibitory means mountings, didactic and artwork, photographs, and any other items or elements contained in the Exhibition, together with all drawings, plans,

specifications and other documentation and Supporting Materials related thereto.

- 1.6 Merchandise Revenue Share means the Host will give Exhibitor 15% of Net Merchandise Revenue for all exhibition merchandise (LEGO products, etc).
- 1.7 Net Merchandise Revenue means all gross revenues received by Host from sales of all exhibition related merchandise at the forced exit retail store. Host provides and pays for all staff, fixtures, merchandise, equipment, supplies, inventory, space, security, etc. for retail. Net Merchandise revenues means all revenues received less refund and credit card deductions related to such sales. Host may purchase branded Exhibition merchandise from Exhibitor at wholesale prices. If Host creates Exhibition merchandise, then Exhibitor must review and approve all branded Exhibitor merchandise in advance.
- 1.8 Sean Kenney Design, Inc. is the owner of the Exhibition, marks and all intellectual property associated with Nature Connects. Sean Kenney Design, Inc. has provided a limited license to these rights as described further herein to Exhibitor for the purpose of presenting the Exhibition. Brand use guidelines are outlined in the attached Exhibit C.
- 1.9 Supporting Material means material relating specifically to the production and acquisition of the supporting material controlled, leased or licensed by Exhibitor and presented at the Exhibition including, but not limited to, photographs, video footage, written materials or audio materials, and marketing materials, educational and teacher guides.
- 1.10 Term. The Term of this Agreement commences on the date of execution of this Agreement and ends thirty (30) days after the Load Out Date, as defined below in Exhibit A.
- 1.11 Venue means the name of the Host institution where the Exhibition will be located at Louisville Zoo, Louisville, KY.
- 1.12 Week. A business week shall begin at the opening of business on Monday and end at the close of business on the following Sunday.

2 *Obligations of Exhibitor*

- 2.1 The Exhibitor shall design and provide the Exhibition. Exhibitor hereby grants to Host the non-exclusive, non-transferable license to co-produce, present and promote the Exhibition for the purpose of presenting the Exhibition at the Venue during the Term, upon the terms and conditions set forth in this Agreement.
- 2.2 Exhibitor shall oversee the installation prior to the Opening Date and removal of the Exhibition from the Exhibition Premises by no later than 10 days from the close of the Exhibition Term ("Load Out Date").
- 2.3 Exhibitor shall provide the services of its marketing, public relations and education team to collaborate with the Host's counter parts to maximize efforts and profits of the Exhibition.
- 2.4 Exhibitor shall provide marketing materials, a sample press release and a design and concepts guide ("Guide") containing materials, samples, pre-produced artwork,

logos, etc., and Exhibitor shall endeavor to work with Host to customize local marketing and design concepts for the Exhibition.

2.5 Exhibitor shall provide Exhibitor's generic teacher guides in reproducible format, and coordinate with Host's personnel to strive to meet state curriculum requirements for Exhibition content to maximize school group patronage.

- 2.6 Exhibitor may, in its sole discretion, remove any Sculpture or Work of Art or make any substitution of Sculptures/Works of Art as may be required for conservation purposes. Exhibitor shall notify Host in advance of any such action.

3 *Obligations of Host*

3.1 Host shall pay any Exhibition Fee as listed in Exhibit A on time and without delay.

3.2 Host shall be ready to receive the delivery of the Exhibition from Exhibitor to the Venue as per Exhibit A attached hereto, prior to the commencement of the Exhibition Term (the "Delivery Date").

3.3 Host shall provide and pay for: (i) dedicated access to heavy machinery throughout the entire period of the installation and de-installation as detailed in Exhibit C (e.g., forklifts, etc); (ii) one-way shipping of the Exhibition to the Venue (iii); employees who have knowledge of the Venue physical plant to assist and advise the Exhibitor local crew so as to effect a timely and cost-effective installation; disassembly and removal of the Exhibition and (iii) a minimum of four local crew to assist with installation that will work a minimum of 10 hours a day including weekends for installation and de-installation. A one-hour lunch will be scheduled each day during the 10 hours work day.

3.4 Exhibitor will provide all label copy in English. Host will need to translate and print any and all materials at their own Expense.

3.5 Host shall provide the Exhibition Premises from the Delivery Date to the Removal Date at its sole cost and expense.

3.6 Host shall, at its sole cost and expense provide and oversee all staffing for the daily operations of the Exhibition. Staffing may be with competent volunteers, Host employees, contract employees, independent contractors and/or temporary employees who shall be trained in advance by Host, in consultation with Exhibitor. Host staff assigned to work as greeters and docents in the Exhibition will be reasonably familiar with basic Exhibition content.

3.7 From Delivery Date to Removal Date Host shall: (i) maintain the Venue and the Exhibition Premises in good repair and working condition, with working electrical power and other utilities sufficient to keep the Exhibition operational without interruption or delay; (ii) be responsible for the maintenance of the Exhibition Premises; (iii) repair any physical building, landscape or infrastructure problems affecting the Exhibition Premises promptly (including, without limitation, leaks, power outages, etc.); and (iv) maintain the Exhibition Premises in accordance with, and in full compliance with, all existing laws,

ordinances, regulations, and codes of applicable Federal, State, and local governmental authorities applicable to Host for the Exhibition Premises.

3.8 Host shall pay for and provide marketing, advertising and publicity of the exhibition. Host shall print all labels; labels will be given to Host by Exhibitor in English. All printing and graphic design costs are at the expense of Host.

3.9 Host acknowledges that Exhibitor incurs storage and other related costs and expenses (Storage Costs) in the event the shipment of the Exhibition to the Venue is delayed. Host shall, in consultation with Exhibitor, devise a plan for the Exhibition that minimizes storage, transportation, labor and other costs. In the event a delay in the shipment of the Exhibition is due to Host's failure to make the Venue available on the Delivery Date or any other reason attributable to Host, Host shall pay for the full amount of the Storage Costs. Failure to comply with this obligation shall be considered a material breach of this Agreement.

3.10 Host shall, at its sole cost and expense make reasonable provision for the safety, security, care and storage of the Exhibition while located at that Venue during the Exhibition Term in the same manner that Host provides for the Venue. Host will reimburse exhibitor for any damages to exhibitry. Host shall furnish to Exhibitor reports as reasonably required by Exhibitor for the care and conservation of the Exhibition, including without limitation, unauthorized photography, filming or videotaping, or handling by unauthorized personnel. Host shall provide and pay for secure, dry and pest-free storage for shipping crates and unused Exhibitry as required during the Term.

3.11 Host shall designate a Host employee, Stephanie Moore, Assistant Director – Operations, Finance & Personnel, as the contact person to the Exhibitor throughout the Exhibition Term. This person shall also be available to assist with the installation of the Exhibit and monitor ongoing site conditions.

3.12 Host may implement an ongoing visitor survey using a survey instrument provided by Exhibitor. Surveys shall be tabulated by Host and data provided to both parties.

3.13 Host shall implement and pay for the Exhibition Marketing Plan and Marketing Budget.

3.14 Upon request of Exhibitor, Host shall provide reasonable access for Exhibitor representatives to observe the preparation of the Venue for presentation of the Exhibition and/or the operation of the Exhibition at the Venue.

3.15 Exhibitor may, in its sole discretion, remove any Sculpture or make any substitution of Sculptures as may be required for conservation purposes. Exhibitor shall notify Host in advance of any such action.

3.16 Host shall immediately provide written and verbal notice to Exhibitor of any damage, theft, loss or the occurrence of any event which threatens or is likely to threaten the safety and security of any Exhibitry or Sculpture. Host shall contact Debbie Donohue at +1-404-808-7578 or ddonohue@imagineexhibitions.com immediately upon becoming aware of any damage, theft or loss to the Exhibition.

4 Payment of Exhibit Fee

In consideration of the right and privileges granted by Exhibitor to Host during the Term herein, Host shall pay to Exhibitor, without demand, the amounts identified in Exhibit A.

Exhibitor offers a flat exhibition fee as Host is not charging an additional fee for visitors to enter into the Exhibition. Should Host decide to upcharge the Exhibition, a contract amendment will be made to include a Revenue Share for both Parties.

5 Record Keeping

5.1 Host shall furnish an Excel document acceptable to Exhibitor setting forth Exhibition attendance one week after the close of the Exhibition to the public. Host will provide total museum attendance and comparison to past year's attendance during the same time period.

5.2 During the Term and for three (3) years thereafter, each party shall maintain all its books of accounts and all documents necessary to audit, review and verify any Exhibition Fees and Expenses from the Exhibition. Host and Exhibitor each shall maintain for such period of time all books of accounts and all documents necessary to audit, review and verify Exhibition Expenses or fees paid. This Paragraph shall survive any expiration or termination of this Agreement.

5.3 Exhibitor shall maintain during the course of the work and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Exhibitor's costs which are chargeable to Customer under this Agreement; and Customer shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Exhibitor shall include (without limitation): (a) payroll records accounting for total time distribution of Exhibitor's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Exhibitor's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

5.4 If it is determined that any payment due hereunder has not been made to a party as provided under this Agreement, then in addition to each parties' other rights and remedies, the full unpaid amount (plus interest of 18% per annum commencing on the date such amounts were due and ending upon the payment of such amounts and accrued interest, plus any out-of-pocket fees actually incurred for the audit, shall become immediately due and payable by that party. This Paragraph shall survive any expiration or termination of this Agreement.

6 Marketing, Advertising and Publicity

6.1 Host will, with the assistance of Exhibitor, create, develop, and implement a mutually agreed upon comprehensive marketing, advertising and publicity strategy and plan for the

Exhibition, including, but not limited to, promotions, advertising, public relations, media blitzes, group sales, and other means to maximize attendance at the Exhibition (collectively, the “Marketing Plan”).

6.2 Within 14 days of signing the contract, Host will provide Exhibitor historical data and anticipated goals sufficient for Exhibitor to monitor impact of Exhibition on Host’s attendance and/or other related metrics (e.g., visitation, web traffic, social media posts, etc.) to include:

6.2.1 Ticket Sales Data:

- i) Within 30 days of signing contract, Host will provide Exhibitor historical attendance information for similar period in prior 2-3 years/seasons to the current time period (Loan Dates).
- ii) On a daily basis Host will provide, beginning with ticket on-sale date, a report of ticket sales (quantity and revenue). This report should include total ticket sales for that date and summary of all sales to date.
- iii) On a weekly basis Host will provide, beginning with ticket on-sale date, a report of ticket sales (quantity and revenue) should include:
 - (1) total ticket sales broken down by number of tickets sold at each price point by transaction (sale) date and by event (attendance) date.
 - (2) Total Ticket sales by sales channel (ie box office/phone/website or other channels).
 - (3) Demographic breakdown of ticket buyers that provides information on where this guest is from (ie city, state, region) and what type of ticket was purchased (Adult/Child/Senior/Group.)

6.3 Host will provide the marketing plan in writing to Exhibitor no less than sixty (60) days prior the Opening of the exhibition.

6.4 Host will fund all costs and expenses of creation, development and implementation by Host of the Marketing Plan in accordance with the marketing, advertising and publicity budget (“Marketing Budget”) and pay for any amounts budgeted under such plan.

6.5 Exhibitor and Host will be advertised and promoted in such manner as will give equal recognition to the association of Host and Exhibitor. The LEGO® Group is not party to this Agreement. Host shall not imply in any way that Host, Exhibitor, or Exhibition represent The LEGO Group in any way. Host must follow all guidelines per Exhibit C.

6.6 Host agrees that all marketing, advertising, promotional, and public relations materials produced or prepared by Host in connection with the Exhibition shall include recognition of the Exhibitor. In text, recognition shall read: “Produced by Imagine Exhibitions.” In advertising, key art, or any visual executions, recognition will be included in the form of provided logos. All materials produced with Exhibitor recognition shall be subject to review and written approval in advance of the release of any such items per 6.8.

6.7 Host agrees that all public relations materials produced or prepared by Host in connection with the Exhibition shall include proper credit attributions, provided boilerplate company information, and relevant party quotes for Exhibitor.

- 6.8 For all advertising, marketing, promotional and publicity activities and materials, Host shall follow the Style Guide and/or templates as provided by Exhibitor to Host, which contains required credits, logos and/or marks, approved artwork, style requirements, key messages, taglines, samples and other guidelines developed by Exhibitor. No advertising, promotional or other marketing materials related to the Exhibition may be produced or used by Host without the prior written consent of Exhibitor. Host will send all artwork for approval a minimum of five (5) days in advance of any deadlines in case the artwork needs to be majorly reworked. If Exhibitor fails to respond to the request of Host for approval within Ten (10) business days of receipt of such request, the request shall be deemed approved. Exhibitor shall have the right to make changes to the Artwork at its sole discretion. In such event, Exhibitor may, in addition to other changes, hire additional staff to supplement the work of the Host. Host shall reimburse Exhibitor for the cost and expense of any additional staff/contractors needed to make any necessary changes made to the Artwork.
- 6.9 Host agrees to obtain and maintain, on an ongoing basis, records and actual examples of all advertising, promotional and public relations activities. This includes, but is not limited to, print, television, radio, digital advertising, photography, video, social media posts, email newsletters or eblasts, website events and any other pertinent categories as mutually agreed in writing along with all associated back up, tear sheets, screen grabs and images displaying the dates where applicable. Further Host agrees to send electronic copies and originals to Exhibitor upon reasonable request and a complete set of materials within thirty (30) days of the end of the Exhibition.
- 6.10 Host agrees that the Exhibition shall have a presence on the World Wide Web on the Venue's homepage website and that a promotional image and message regarding the Exhibition shall be prominently displayed thereon, including a link to Exhibitor's website.
- 6.11 Any and all advertising, promotional or other marketing materials related to the Exhibition shall contain Sean Kenney Design's logo and the Exhibitor logo. Exhibitor and Sean Kenney's web site address will be included where appropriate. The address is www.imagineexhibitions.com and www.seankenney.com. All logos are provided to Host.
- 6.12 As a component of an over-all marketing effort, Host and Exhibitor shall collaborate in the modification of Exhibitor provided education materials to suit the local market and shall use commercially reasonable efforts to coordinate at least one event in the Exhibition exclusively for teachers and educators. Costs for such event will be paid by Host.
- 6.13 Host hereby agrees that Exhibitor and Sean Kenney Design is permitted to use the Host marks on its website and company marketing materials for the purpose of marketing the exhibition being hosted at Host Venue and in perpetuity for marketing purposes.
- 6.14 Host agrees to allow Exhibitor to photograph and video the exhibition and have all right to these images and footage for use to promote the exhibition while at Host and in perpetuity for marketing purposes. Host hereby agrees that any Photography and Video the exhibition installation, opening events, and general overview of the Exhibition if used for marketing and promotional purposes or otherwise is owned free and clear of any

royalties by the Exhibitor including all raw and final photographs, videos, commercials, electronic media and other media in the highest resolution possible for use by Exhibitor in universal perpetuity.

6.15 No alterations, modifications, additions, deletions, or color changes may be made to any Exhibitor provided name or logo, including but not limited to, the Exhibitor and Sean Kenney Design, the name and logos of Exhibitor, the Exhibition Name or any photograph or other image contained in the Exhibition or comprising the exhibitry, without Exhibitor's prior written approval.

6.16 From the date the Exhibition is announced to the public and until the end of the Exhibition Term, where possible, Host shall add to its existing Host advertising plan a promotional tag promoting the Exhibition.

7 Sponsorship

Host shall gain approval from Exhibitor before including any sponsors or sponsor logos in the Exhibition or the Exhibition advertising.

8 Reserved Rights

8.1 For the purposes of this Agreement, Host acknowledges and agrees that Exhibitor (or Third Party Owner known here as Sean Kenney Design, Inc.), is, and will be considered to be, the rights holder of the Exhibition, the Exhibition name, the Exhibitry and the Interactives (and all additions thereto) and Host has no rights of title or ownership interest in or to any item thereof, including photos. All materials created or produced in any form or media associated with the Exhibition shall be owned exclusively by Exhibitor. All services to be performed by Host hereunder, all results thereof and all materials delivered by Host to Exhibitor whether or not copyrightable and whether created alone or in conjunction with any other person or entity (collectively, the "Materials"), shall belong to Exhibitor and shall, to the greatest extent possible, be considered "works-made-for-hire" within the meaning of the United States Copyright Act. To the extent that any of the Materials are not considered works-made-for-hire by Exhibitor, Host hereby assigns to Exhibitor all right, title and interest in and to the Materials and the rights thereto, including but not limited to all copyrights, without any further compensation to Host. Host agrees to execute any additional documents proposed by Exhibitor to effectuate and confirm Exhibitor's sole and exclusive ownership of the Materials, including the copyright, either during or after the Term, and Host hereby irrevocably appoints Exhibitor as its attorney-in-fact to execute any and all documents necessary to effectuate the provisions of this Section 8. Host agrees that he/she shall have no right to use the Materials other than as required directly in the performance of services hereunder.

8.2 No television, video, film, music, internet, photography or other electronic exploitation rights, whether now known or hereafter created, in or to the Sculptures, Exhibitry, Exhibition or Exhibition name are granted by Exhibitor to Host or its agents except that Host shall have the right to permit television, video, photography or other audiovisual activities by bona-fide news media outlets in connection with the promoting and marketing of the Exhibition subject to written approval of Exhibitor, when possible.

8.3 Host shall not authorize television, radio, internet or other electronic broadcast of any documentary or other visual or audio presentation featuring or depicting the Exhibition, or any element thereof, without Exhibitor's prior written consent, when possible.

8.4 Host shall prohibit visitors from inappropriate commercial photographing, videotaping, filming or otherwise recording the Exhibition.

8.5 The parties each acknowledge that the rights under this Agreement shall be subject to the terms and conditions of any underlying license or similar rights agreements between Exhibitor and third parties pursuant to which the Marks, Sculptures or other proprietary materials of or under the jurisdiction of any government or other third party or are being used by Exhibitor for purposes of creating the Exhibition. Exhibitor shall notify Host in advance in writing prior to the delivery of any portion of the Exhibition to Host of any and all such terms, conditions and restrictions applicable to the Exhibition, or any of the Marks, Sculptures or other proprietary materials associated with the Exhibition, including, without limitation, any requirements or conditions on the delivery, installation or maintenance of any of the Sculptures or Exhibitory.

8.6 Except as otherwise specifically provided for herein, Host acknowledges and agrees that (i) Exhibitor shall make all business, financial, production, creative, design, marketing and other decisions in connection with the Exhibition; (ii) Exhibitor shall exclusively control all rights necessary to present, promote, produce and otherwise exploit the Exhibition during the Term; and (iii) the Sculptures and other Exhibitory, and all Materials created, assembled or produced by or for Exhibitor or the Exhibition in any form or media (except to the extent that any such Materials include the trademarks or logos of Host) shall, as between the parties, be owned exclusively by Exhibitor and are subject to its sole use and disposition.

9 Merchandise

9.1 Exhibitor has merchandise from which Host can purchase for wholesale prices. All unsold merchandise can be sold back to Exhibitor if they are not damaged in any way. Revenue for said merchandise is outlined in Exhibit A.

9.2 Host and any of Hosts' third parties or assignees are allowed to create merchandise as long as it is approved by Exhibitor. Revenue sharing for said merchandise is outlined in Exhibit A. Host and any of Hosts third parties are prohibited from creating merchandise depicting the Exhibitor's works or utilizing any of Exhibitor's intellectual property without prior approval from Exhibitor an ancillary merchandising agreement.

9.3. Host may not sell merchandise from Exhibitor's competitors or "knockoff" / "clone" construction toys manufactured by The LEGO Group's competitors.

10 Ticket Sale

10.1 Exhibitor's credentialed employees and their guests shall have free access to the Exhibition at all times during normal operating hours and reasonable access by appointment outside of normal operating hours, subject in all instances to the terms and policies of Host. Host's credentialed employees and/or volunteers working the Exhibition shall have free access to the Exhibition during Exhibition operating hours including such

time before and after normal operating hours as is needed for janitorial and maintenance services.

10.2 Exhibitor shall have the right to reserve complimentary tickets to the Exhibition for its own use or the use of its designees.

11 Representations and Warranties of Host

1.1 11.1

1.2 Host is a valid and existing consolidated local government formed pursuant to Kentucky Revised Statutes Chapter 67C in good standing in the Commonwealth of Kentucky, as specified in the preamble to this Agreement and has the right and the complete authority to enter into this Agreement and to undertake the obligations set forth herein.

1.1 11.2

1.2 This Agreement has been duly executed by Host and is enforceable against Host in accordance with its terms provided said Agreement is approved by Host's Louisville Metro Council pursuant to Kentucky Revised Statutes 67C.105(5)(j).

11.3 Host carries adequate all-risk liability insurance on the premises and will cover Exhibitor and list them as additionally insured with that insurance.

12 Representations and Warranties of Exhibitor

12.1 Exhibitor is a valid and existing corporation in good standing in its state of incorporation, as specified in the preamble to this Agreement and has the right and the complete authority to enter into this Agreement and to undertake the obligations set forth herein.

12.2 This Agreement has been duly executed by Exhibitor and is enforceable against Exhibitor in accordance with its terms.

13 Indemnities and Insurance

13.1 Indemnification. To the fullest extent permitted by law, Host (indemnitor) shall defend, indemnify, and hold Exhibitor and Sean Kenney Design, Inc (indemnitee), its agents, successors, and assigns, harmless from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from (A) any claims of infringement or misuse of any intellectual property, including misuse of The LEGO Group trademarks, logos, and other collateral as described in Exhibit C, (B) the operations performed under this Agreement, (C) the material non-performance, non-compliance or breach with the terms and obligations of this Agreement and (D) bodily injury, sickness, disease, death, or injury to or destruction of tangible property, including the loss of use resulting there from, caused in whole or in part by any negligent act or omission of Host, its subcontractors, its agents, or anyone directly or

indirectly employed by any of these parties or anyone for whose acts any of them may be liable.

13.2 Host will give Exhibitor and Sean Kenney Design, Inc. prompt notice of any claim or suit coming within the purview of these indemnities; provided, however, that failure of indemnified party to promptly notify indemnifying party shall not impair any of the indemnified party's rights or benefits under this indemnity except to the extent such failure adversely affects the indemnifying party's ability to defend such claim or suit. Upon the written request of any indemnitee, the indemnitor shall assume the defense of any claim, demand or action taken against such indemnitee, and shall upon the request of the indemnitee, allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee. An indemnitor has the right to approve in writing in advance any settlement by an indemnitee falling under its indemnification obligations. Settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand or action so settled. This Paragraph shall survive any expiration or termination of this Agreement.

13.3 **Liability Insurance:** Pursuant to Ordinance No. 11, Series 2003, the Louisville/Jefferson County Metro Government is self-insured for all properly asserted General Liability claims brought against it to which the Louisville/Jefferson County Metro Government does not otherwise have a legal defense. In addition, the Louisville/Jefferson County Metro Government agrees to keep in full force and effect Excess Self Insurance coverage for all properly asserted claims brought against it to which the Louisville/Jefferson County Metro Government does not otherwise have a legal defense covering Bodily Injury; Property Damage and Personal injury Liability under the Louisville Area Governmental Self Insurance Trust; as long as such coverage is available. The Limit of Liability provided by such Excess coverage shall be at least \$5,000,000 per Occurrence under a Combined Single Limit format. The Louisville/Jefferson County Metro Government agrees to provide (name of contractor) with a Certificate of Self Insurance from the Louisville Area Governmental Self Insurance Trust, if requested. The Trust Bylaws do not allow including additional insureds on Members coverages, however, Broad Form Contractual Liability coverages provided.

13.4 Each party shall obtain and maintain during the Term—worker's compensation insurance, employer's liability insurance and all other insurance coverage of similar character applicable, or relating to, the employment of its own officers, directors and employees, as required by law.

14 Trademark Rights

14.1 Exhibitor as representative for the Owner, Sean Kenney Design, has the rights to the Exhibition Name and all trademarks and logos utilized in connection with the Exhibition as listed in Style Guide and hereby represents and warrants to Host that none of its Exhibitor Marks infringes or is alleged to infringe any trade name, trademark or service mark of any other person or entity.

- 14.2 Exhibitor is not authorizing Host to use the Exhibitor Marks or Exhibition Name for any purposes, except as specifically provided for herein, or to authorize any third party to use any of the Exhibitor Marks or Exhibition Name without Exhibitor's prior written approval.
- 14.3 Neither party, by virtue of this Agreement, shall obtain or claim any right, title or interest in or to the other's names, trademarks or logos, except the right to use as specified herein and hereby acknowledges and agrees that all such use shall inure to the benefit of the respective owner.

15 Termination

The Agreement may be terminated by either party upon written notice in the event that (i) the other party fails to materially perform any material term, covenant or agreement to be observed or performed by them under this Agreement, (ii) Exhibitor or Host shall become insolvent or admit their inability to pay their debts as they mature or shall make an assignment for the benefit of their creditors; (iii) a proceeding in bankruptcy or for the reorganization of the other party or the readjustment of any of their debts under the Bankruptcy Code or any other laws, whether state or federal, for the relief of debtors shall be commenced by the other party, or shall be commenced against the other party, and not discharged within sixty (60) days after the commencement thereof; (iv) a receiver or trustee shall be appointed for Exhibitor or the other party for any substantial part of their assets, or any proceeding shall be instituted for dissolution or the full or partial liquidation of the other party; (v) Host fails to make payments to Exhibitor as provided herein; or (vi) Host fails to properly prepare the venue for the Exhibition as provided herein. In the event this Agreement is terminated for any reason (other than a material breach of this Agreement by Exhibitor); (vii) Host shall, without prejudice to any other remedies available at law, promptly reimburse Exhibitor for any Exhibition Expenses incurred by Exhibitor and pay any monies due to the Exhibitor under this Agreement. Notwithstanding anything to the contrary in this Agreement, the Term shall automatically expire upon termination of the Agreement.

If Host terminates the Agreement prior the Delivery Date for any reason, payment to the Exhibitor for a cancellation fee will be the full lease price of the exhibit, \$95,000.00 as set out below in Exhibit A

16 Obligations Upon Termination

Within thirty (30) days after any termination of this Agreement or at the end of the Term, each party shall, at the request of the other, return or dispose of, as such party may direct, all pamphlets, literature, contractual documentation, photographs, catalogues, advertising material, specifications, cost estimates and other materials, documents and papers whatsoever belonging to the other party relating to the Exhibition (other than correspondence between the parties) which a party may have in its possession or under its control, except that a party shall have the right to retain one (1) copy of each of the foregoing (other than any part of the Sculptures or Supporting Materials) strictly for archival purposes only.

17 Breach

Except for non-payment of any amounts due Exhibitor, if either party defaults in the performance of any of its obligations under this Agreement (“Default”), the other party shall give such defaulting party written notice (“Default Notice”). The defaulting party shall then have thirty (30) days after its receipt of the Default Notice to “cure” said Default, provided, however, that if such Default cannot be cured within such thirty (30) day period and so long as the defaulting party is diligently pursuing the cure of such Default, the defaulting party shall have one additional thirty (30) day period within which to cure such Default. In the event the Default is not cured within such time period, the non-defaulting party shall have the right to terminate this Agreement, without prejudice to any sums owed the non-defaulting party by the defaulting party or any other remedies available at law. With respect to non-payment of any amount due Exhibitor, the terms of this Section shall apply except that the cure period shall be limited to a one-time period of five (5) days.

18 Remedies; Limitation of Liability

18.1 If there is a dispute or disagreement (“Dispute”) between Host and Exhibitor in connection with this Agreement, a senior officer of both Host and Exhibitor shall meet in good faith by telephone or in person to resolve such Dispute within three (3) business days after written notice of such Dispute is given by one party to the other or, with respect to a claim for which indemnification is sought under Section 12, within three (3) business days after request for indemnification is given.

18.2 In the event of a breach by Host of any of its agreements or obligations hereunder, Exhibitor shall have the right of injunction and the right to invoke any remedy allowed at law or in equity.

19 Miscellaneous

19.1: Other Documents: Each of the parties hereto shall execute and deliver such other documents and/or instruments, and take such other and further actions, as may be reasonable requested of them for the implementation and consummation of this Agreement and the transactions herein contemplated.

19.2: Successor and Assigns. This Agreement shall bind and inure to the benefit of the parties named herein and their respective successors and assigns. Neither party shall be entitled to assign its rights, duties and/or obligations under this Agreement without the consent of the other party, except that Exhibitor shall be entitled to assign its rights to any of its affiliated or associated companies, provided it remains liable to Host for the performance of such obligations.

19.3: Governing Law and Jurisdiction. This Agreement is made and shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Georgia, USA, without recourse to its conflict of laws principles. Any lawsuit arising out of the performance of this agreement shall be brought in Atlanta, Georgia, USA.

19.4: Notices. All notices required to be given under the terms of this Agreement shall be in writing (including email transmissions, provided that a copy thereof is also sent by certified or registered air mail on the same day as such email transmission) and shall be

deemed to have been duly given if delivered to the addressee in person (and receipted on a copy of such notice), or transmitted, or mailed by certified or registered air mail, return receipt requested, or sent by a nationally recognized overnight delivery service, as follows:

TO Host:

VENUE: Louisville Zoo
ATTN: Stephanie Moore
TITLE: Assistant Director – Operations, Finance & Personnel
ADDRESS: 1100 Trevilian Way, Louisville, KY 40213
Email: stephanie.moore@louisvilleky.gov

TO Exhibitor:
Imagine Exhibitions
2870 Peachtree Road, # 418
Atlanta, Georgia 30305
Attention: Tom Zaller
Email : Tzaller@ImagineExhibitions.com
PHONE : +1-404-514-0385

And

Sean Kenney Design, Inc.
Attn. Emily Page Baldinger
4012 Sunnyside Rd,
Minneapolis,
MN 55424
Email: emily@seankenney.com

All such notices shall be effective upon the delivery thereof to the addressee in person or via email, a nationally recognized overnight delivery service, or if mailed, five (5) business days after the deposit thereof in the mails. Any party may change their respective addresses by giving notice as herein provided.

19.5 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, understandings and writings between the parties with respect to the subject matter hereof and thereof. Each party hereto acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, which are not embodied herein or in an exhibit hereto, and that no other agreement, statement or promise may be relied upon or shall be valid or binding. Neither

this Agreement nor any term hereof may be changed, waived, discharged or terminated orally. This Agreement may be amended or supplemented or any term hereof may be changed, waived, discharged or terminated by an agreement in writing signed by all parties hereto.

19.6 Severability. If any provision of the Agreement shall be held invalid or unenforceable, the remainder of this Agreement which can be given effect without such invalid or unenforceable provision shall remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall remain in full force and effect in all other circumstances.

19.7 No Waiver. The waiver by any party hereto of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that or any other provision.

19.8 Force Majeure. If either party is prevented from performing its obligations hereunder and the Exhibition cannot, therefore, take place or is cancelled or delayed, in whole or in part, because of Act of God, national emergency, fire, weather, war, acts of terrorism (or related security or safety concerns), custom delays or any other similar or dissimilar cause beyond the reasonable control of a party ("Force Majeure"), neither party shall have any obligation or liability to the other as a result thereof and such cancellation, postponement or failure to perform shall not be considered a breach of this Agreement. In such event, however, the parties agree to use best efforts to extend the Term or reschedule the Exhibition, as the case may be.

19.9 Publicity. Each of the parties agree that no press announcement or press release in connection with this Agreement shall be made unless the other party hereto shall have given its written consent to such announcement (including the form thereof), which consent shall not be unreasonably withheld. If the reviewing party does not respond to the request of the proposing party for approval of an announcement as described in Section 6 herein, the request is deemed approved.

19.10 Confidentiality. Exhibitor and Host agree to keep the substance and terms of this Agreement confidential. Exhibitor and Host agree not to divulge or permit or cause their officers, directors, stockholders, employees or agents to divulge the substance and terms of this Agreement except to their representatives and attorneys or as may otherwise be required by law or subpoena or other judicial process in the opinion of counsel for the party required to make such disclosure. Additionally, during and after the Term of this Agreement, neither Exhibitor nor Host shall disclose to anyone for any reason, without the prior written consent of the other or unless required by the Kentucky Open Records Act, KYS 61.870, *et. seq.* any marketing plans, strategies, results or other information divulged to or learned by either party about the other from any source whatsoever, unless and until such information has generally become available to the public from sources other than the other party. This Paragraph shall survive any expiration or termination of this Agreement.

19.11 Independent Parties. Nothing in this Agreement is intended to create, nor shall anything herein be construed or interpreted as creating, an agency, a partnership, a joint venture, franchise or any other relationship between Exhibitor and Host except as expressly set forth herein, and both parties understand that, except as expressly agreed to herein, each shall be responsible for its own separate debts, obligations and other liabilities.

19.12 Survival of Representations. The representations, warranties, indemnification, and confidentiality provisions set forth in this Agreement shall be continuing and shall survive the expiration of the Exhibition Term or the termination of this Agreement.

19.13 Currency. All amounts of money stated herein are in the currency of the United States of America unless otherwise specified. All payments made to either party hereunder shall be in the currency of the United States of America.

19.14 Headings. The captions and headings used herein are for convenience only and shall not be construed as a part of this agreement.

19.15 Exhibits. Exhibits are attached hereto and made a part of this Agreement. In the event of any inconsistency between the terms and conditions contained herein and any such Exhibit incorporated by reference herein, the terms and conditions of this Agreement shall prevail.

19.16 Execution of Agreement. This Agreement shall not be binding upon the parties unless and until it has been executed by all parties and may be executed by email or in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be

conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

(b) 3. Exhibitor shall reveal any final determination of a violation by Exhibitor or its subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to Exhibitor or its subcontractor. Exhibitor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to Exhibitor or its subcontractor for the duration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written:

For: Imagine Exhibitions, Inc. (Exhibitor) For: Louisville Zoo (Host)

By:  _____

Tom Zaller, President & CEO

By: _____

Stephanie Moore, Assistant Director

Exhibit A

Key Dates

Delivery Date: Monday, June 12, 2023

Delivery Address: Louisville Zoo at 1100 Trevilian Way, Louisville, KY 40213

Press Event: Thursday, June 15, 2023

Exhibition Term: open to the public: Friday, June 16, 2023 to Sunday, September 17, 2023

Load in and installation: up to 3 days

Load-in Start Date: Monday, June 12, 2023 – Wednesday, June 14, 2023

Load out and deinstallation: up to 3 days

Load-out Start Date: Monday, September 18, 2023 – Wednesday, September 20, 2023

Payments and Division of Revenues and Profits

Per Section 4 of the Agreement – Host shall pay the following:

1. **Exhibition Fee:** An Exhibition Fee of US\$ 95,000.00 net of any withholding tax, VAT or local taxes, shall be paid as follows:
 - a. 80% of the Exhibition Fee or US \$76,000.00 due Tuesday, December 20th, 2022 and
 - b. 20% or US\$ 19,000 on Friday, June 16, 2023
2. **Merchandise Revenue Share:** If Host wishes to create their own merchandise for the Exhibition, it must first be approved by Exhibitor. All Exhibition related merchandise will have a 15% (fifteen percent) of sales of these items shall be paid to Exhibitor at the close of every month. Host may also purchase wholesale products from Exhibitor.
3. **Sponsorship:** 100% of local sponsorship stays with Host and 100% of National sponsorship stays with Exhibitor. Host will seek approval of all local sponsors in advance of signing any agreements.

Exhibitions Acknowledgment

For use in the Exhibition Venue gallery and HOST website:

“This exhibition is created by Sean Kenney Design and produced by Imagine Exhibitions Inc.”

Specific Exhibition Expenses paid directly by HOST

- Inbound freight to include inbound freight, customs fees, storage fees, and all costs associated with transporting the exhibition to host venue
- Provide additional site preparations (temporary walls, painting of temporary walls if needed, provide an area clear of overhead wires or other obstructions, etc.)

- Four (4) local experienced exhibit handlers/laborers for a period of up to Three (3) days for installation. HOST shall provide all equipment necessary for such installation, as reasonably requested by EXHIBITOR. Any required local crew as agreed to by the Parties who will work at least 10 hour working days including all weekend days during installation period.
- Insurance of exhibit items and liability while on display and in transportation on way to your institution
- Routine maintenance and necessary supplies to maintain the exhibition including but not limited to lamps, Velcro, gels, cleaning supplies etc.
- Dismantling, repacking and crating the Exhibit in its original or similar containers, in the presence of the installation manager, using a crew of four (4) qualified exhibit handlers and the same or similar packing system and packing materials as were used in shipping the Exhibit to Host. Host shall supply any additional packing materials that may be reasonably required, including, without limitation but within a reasonable quantity, tape, bubble wrap and foam, and shall completely dismantle and repack the Exhibit within Three (3) days after end of the Exhibition Term.
- Provides all machinery, labor and supplies as detailed in Exhibit C.

Exhibit B

Object List with Images



1. Dragonfly

48" L x 43" W x 28" H

200 hours

11,500 bricks



2. Fox

59" L x 17" W x 25" H

210 hours



3. Rabbit

20.5" L x 10" W x 14" H

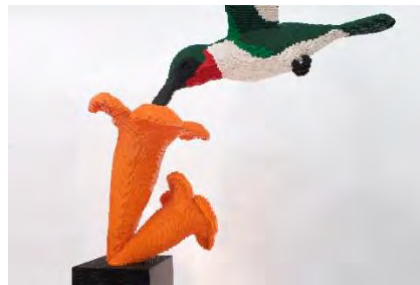
20 hours



4. Baby Rabbit

12" L x 7" W x 8" H

10 hours



5. Hummingbird

58.5" L x 24" W x 76.5" H

269 hours

35,508 bricks



6. Snail on Mushroom

31.5" L x 31.5" W x 60" H

200 hours

18,000 bricks



7. Goldfinches

33" L x 44" W x 77" H

40 hours

2,875 bricks



8. Lawnmower

73" L x 20.5" W x 41" H

200 hours

13,704 bricks



9. Moth Orchid

27.5" L x 27.5" W x 83" H

20 hours

2,300 bricks



10. Parrots (Blue)

60.5" L x 2" D x 45.5" H

24 hours

18,432 bricks



11. Parrots (Green)

60.5" L x 2" D x 45.5" H

24 hours

18,432 bricks

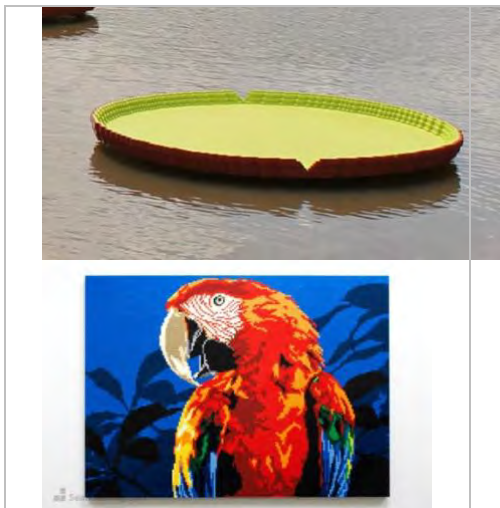


12. Parrots (Rainbow)

60.5" L x 2" D x 45.5" H

24 hours

18,432 bricks



13. Parrots (Red)

60.5" L x 2" D x 45.5" H

24 hours

18,432 bricks



14. Victoria Water Platter and Bloom

62.5" L x 62.5" W x 13" H

120 hours

6,000 bricks



15. Victoria Water Platter and Frog

62.5" L x 62.5" W x 8.5" H

120 hours

6,000 bricks



16. Victoria Water Platter
(3 copies)

62.5" L x 62.5" W x 6" H

60 hours

5,000 bricks

Exhibit C: Intellectual Property Guidelines

Sean Kenney + LEGO Trademark and Brand Usage Guidelines

Updated February 2020

The general guideline for branding and marketing is to keep Sean Kenney front and center. If Host chooses to use LEGO brand names and trademarks, they do so at their own risk, and should minimize the use of said marks as much as possible.

I. How to use the Sean Kenney Design Brand

- A. You must credit the artist “Sean Kenney” in all media and signage.
- B. All use of the artist’s name and the company name must be correctly spelled and formatted.
- C. All digital content should include a link to www.seankenney.com.
- D. Sean Kenney’s job title is “Artist”, and can be used in the following contexts:
 - 1. "Artist Sean Kenney"
 - 2. "Brooklyn artist Sean Kenney"
 - 3. "New York artist Sean Kenney"
 - 4. "American artist Sean Kenney" (for use only outside USA)
- E. Sean Kenney must be mentioned first, before any other brand names, third party trademarks, or other artists or exhibitors, in all marketing materials.
- F. Sean Kenney’s name must be the same font size or larger than any LEGO® trademarks.
- G. Never suggest a relationship between this exhibition and any official LEGO events, parks, or installations.
- H. Never suggest or imply an endorsement of Sean’s work or the exhibition by The LEGO Group or its affiliates.
- I. Use creative wording to describe the exhibition without the use of LEGO Trademarks, such as:
 - 1. “Garden-inspired exhibition”
 - 2. “Nature-inspired sculptures”
 - 3. “Sean’s creations”
 - 4. “Sculptures”
 - 5. "Sean's artwork"
 - 6. "Sean's creations"
 - 7. "Sean's sculptures"
 - 8. "Artwork"

9. "Nature-inspired exhibition"
10. "Award-winning exhibition"

J. The sculptures can be described using the following terms:

1. "Art with LEGO® bricks"
2. "Sculptures built with LEGO® bricks"
3. "A series of sculptures built entirely with LEGO pieces"
4. "Works of art created with everyday LEGO toys"

II. The LEGO® Brand

Hosts may use the LEGO brand names and trademarks at their own risk, and should consult with an attorney to insure that their use of the LEGO brand names and trademarks are within the bounds of Fair Use.

The LEGO Group Fair Play Guidelines are available at: <https://www.lego.com/en-us/legal/legal-notice/fair-play>

In using the LEGO brand name or trademarks, the Host accepts responsibility and liability for any infringement actions, whether formal or informal, by The LEGO Group. Sean Kenney Design is not liable for any damages arising out of the use of the LEGO brand names or trademarks by the Host.

Notwithstanding the foregoing, below are some basic guidelines to assist Hosts in complying with LEGO Group guidelines:

- A. Never use the LEGO® logo under any circumstances.
- B. Never use a font or graphic design that resembles the LEGO logos or trademarks in any way.
- C. LEGO trademarks must be used as adjectives, not as nouns. A noun should follow the word "LEGO". For example, refer to the products as "LEGO® toys," "LEGO® sets" or "LEGO® bricks".
- D. Always write LEGO in capital letters.
- E. DO NOT use a possessive "s", plural, or hyphen, as in "LEGO's" "LEGOS" or "LEGO-bricks".
- F. LEGO products should not be referred to in a generic way, such as "LEGOS" or "legos," or as plural or possessive words like, "LEGO's."
- G. Do not set any LEGO trademarks in a special typeface or lettering so that the word takes on the appearance of a new logo or design (e.g., LEGO® toys, NOT LEGO® toys (Italics)).

Exhibit D

NC8 Tech/ Production rider

Space Required: An outdoor space with 16 placement sites is required.

Duration of Install: 3 days, pending venue constraints unless otherwise authorized by EXHIBITOR.

Duration of Load out: 3 days, pending venue constraints, unless otherwise authorized by EXHIBITOR.

Site Preparation/Supplies: Exhibition space must be move-in ready upon the agreed delivery date. Exhibition space, loading area and staging areas must be free of any potential load in constraints, brush, and debris.

Host to provide mulch per artist's specifications to cover the bases of the sculptures. Host to facilitate disposal or redistribution of mulch after load out.

Host to provide stanchions per artist's specifications (found [here](#).) Stanchions must be approved by Exhibitor.

Host to provide interior or exterior building walls or fabricated structure to be secured into the ground (with concrete if needed) in order to display murals. Stability of structure must be approved by Imagine Exhibitions Production Manager.

A body of water location for Victoria Water Platters is required. Host to provide foam, bricks, and chains to float and tether platters.

Graphics: All graphic content will be provided by Exhibitor in digital format for printing and mounting by Host.

Staging Area: Host to provide 1,000 sq ft of dry, covered, secured and dedicated space for crates and sculptures during install and load out. For example, the space could be empty shipping containers, a tent with sides, or an indoor area.

Local Labor: 4 stagehands or art handlers dedicated to directly assist Exhibitor Staff during the entire setup, all days (10 hrs each day).

Laborers must be able to lift a minimum of 75lbs (34kgs), and work 10 hour days over the course of load-in and load-out including week days and weekends, or as agreed upon between EXHIBITOR and Host. If fewer hours per working day are required, duration of installation is subject to increase.

If the local labor is deemed insufficient by the EXHIBITOR Production Manager within the first

forty eight (48) hours of the Exhibit installation start, EXHIBITOR will, at the Host's expense, acquire additional or replacement contract labor to complete the installation and meet the schedule requirements. This labor may be in addition to the local labor call requirements.

Equipment: The following equipment items shall be provided by Host at their expense to be used exclusively for exhibition production and be onsite prior to Exhibitor starting installation:

1		Standard 5,000 lb forklift with 6 ft blades (<u>PREFERRED NO EXTENSIONS</u>) forklift must have hydraulic side shift OR other equipment capable of removing crates from truck and distributing sculptures. Must be approved in advance by Exhibitor Production Manager.
2		(1) 6-foot Pallet Jack (1) 4-foot Standard Pallet Jack
2		6-foot (2 meter) Stepladders

Lighting: Host to provide and install lighting to light all sculptures and graphics if needed (if show is opened during nighttime hours).

Storage: 420 square feet of secure, indoor storage space for crates (non-stackable).

Exhibit Care/Maintenance:

- Host Maintenance staff shall thoroughly clean the Exhibition site on a daily basis. Please clean AROUND sculpture, but do not touch the actual sculpture for the entire run of the exhibition.

Exhibit Staffing:

- Host shall, at its sole cost and expense, provide and oversee all staffing for the daily operations of the Exhibition such as operations and security.
- Host to provide security to continually patrol the sculptures during the course of the exhibition when open to the public. Visitors should not touch the sculptures.
- Host to conduct regular visual inspection of all sculptures at the end of each day (do not touch the sculptures).
- Host to provide photographs of sculptures as soon as any damage occurs. Photographs should be taken before any of the damaged pieces of the sculpture are removed from the exhibition site. Pieces that have fallen off should be kept in a safe area and given to Imagine staff once onsite. **DO NOT attempt to repair or fix any of the sculptures.**
- Host is responsible for the overall cleanliness of the exhibit area as well as the safety of the exhibitry. **This includes but is not limited to:** maintaining scenic displays through

routine inspections and photographic evidence, removing objects or debris from display area and disposing of them (**DO NOT touch the actual sculptures**), and general monitoring of guests within the exhibition to prevent touching of sculptures, damage to exhibitry and unsafe behaviors.

- In the event that the sculpture(s) look like they need to be cleaned, the **host must send photographs of the sculpture(s) and receive permission** from the Project Manager. The **actual sculptures should not be touched at all unless permission is given from the Project Manager** for cleaning purposes. Only if permission is given, will the host receive instructions from the Project Manager with specific guidelines for cleaning that particular sculpture(s).