

Exhibition Rental Agreement
 Omaha Children’s Museum
My Wild Backyard



Licensee:	City of Ocala, Recreation and Parks, Discovery Center 701 NE Sanchez Ave. Ocala, FL 34470	Licensor:	Omaha Children’s Museum 500 S. 20 th Street Omaha, NE 68102
Contact:	Chandler Reeder	Contact:	Molly Hobson, Traveling Exhibits
Phone:	(352)629-8448	Phone:	402-342-6164
Email:	creeder@ocalafl.gov	Email:	mhobson@ocm.org

Exhibition
 Period: Exhibition Install Period: May 22nd 2028 – May 26th 2028
 Exhibition Start Date: May 27th 2028
 Exhibition End Date: September 16th 2028
 Exhibition De-install Period: Sept 19th 2028 – Sept 22nd 2028

Any changes to the dates under Exhibition Period above need to be agreed upon by the Licensor and the Licensee in writing.

Rental Fee: **\$55,000 USD**

Payment

Schedule: Licensee acknowledges that a deposit of non-refundable **\$5,000.00 USD** is due simultaneously to Licensor with receipt of this agreement. The balance of the Rental Fee shall be paid by Licensee to Licensor in accordance with the following schedule:

<u>Payment Type</u>	<u>Due Date</u>	<u>Amount</u>
Deposit	with Signed Contract	\$5,000.00 USD
Payment #1	January 1 st , 2028	\$10,000.00 USD
Payment #2	February 1 st , 2028	\$15,000.00 USD
Payment #3	March 1 st , 2028	\$10,000.00 USD
Payment #4	April 1 st , 2028	\$15,000.00 USD

As set forth below, certain portions of the Rental Fee shall be forfeited upon cancellation:

1. The **\$5,000** deposit is a non-refundable deposit that will be forfeited in the event Licensee cancels the Agreement after the Agreement has been signed by both parties.
2. Licensee shall forfeit twenty-five percent (25%) of the Rental Fee in the event Licensee cancels the Agreement less than 180 days but no less than 120 days before the Exhibition Start Date.
3. Licensee shall forfeit fifty percent (50%) of the Rental Fee in the event Licensee cancels the Agreement less than 120 days but no less than 60 days before the Exhibition Start Date.

4. Licensee shall forfeit one hundred percent (100%) of the Rental Fee in the event that Licensee cancels the Agreement less than 60 days before the Exhibition Start Date.

Rental Terms & Conditions:

This Exhibition Agreement (“Agreement”) is made and entered into as of **November, 5th 2026** (“Effective Date”), by and between Omaha Children’s Museum, Inc., a Nebraska non-profit corporation (“LICENSOR”), and **City of Ocala, Recreation and Parks, Discovery Center** (“Licensee”). Licensor and Licensee are referred to in this Agreement collectively as the “Parties” and individually as a “Party”.

RECITALS:

WHEREAS, Licensor owns a **My Wild Backyard** exhibit, which consists of the contents set forth on Exhibit A (the “Exhibit”);

WHEREAS, Licensor desires to grant Licensee a license to display the Exhibit in accordance with the terms and conditions of this Agreement; and

WHEREAS, Licensee wishes to license the Exhibit for display purposes in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1: LICENSE

1.1 License. Licensor hereby grants to Licensee a non-transferable, non-exclusive license to display the Exhibit at Early Works Museums (the “Location”).

1.2 Modification. Licensor reserves the right to modify or vary the Exhibit contents, in its sole discretion, at any time prior to the time it is delivered to the Location for display; provided, however, that any such modifications or variations shall not substantially change the character of the Exhibit.

1.3 Reservation of Rights. Licensor reserves all rights not expressly granted to Licensee in this Agreement.

ARTICLE 2: EXHIBITION PERIOD

2.1 Exhibition Period. Licensor shall license the Exhibit to Licensee during the following period: **May 27th, 2028** to **September 16th, 2028** (the “Exhibition Period”).

ARTICLE 3: FEES AND OTHER COSTS

3.1 Delivery. LICENSOR shall cause the Exhibit to be delivered to the Licensee with adequate time to allow for installation and operation of the Exhibit for the Exhibition Period.

3.2 Fees. Licensee shall pay LICENSOR \$55,000 (the "Rental Fee") in addition to the cost of inbound shipping for the right to display the Exhibit. The parties acknowledge that a non-refundable deposit of \$5,000.00 is due simultaneously to LICENSOR with its receipt of executed contract. The balance of the Rental Fee shall be paid by Licensee to LICENSOR in accordance with the schedule listed on page one. Licensor will invoice licensee for the cost of inbound shipping. Licensee shall pay the invoice within thirty (30) days of receiving the invoice.

3.3 Operating Costs. Licensee agrees to pay all operating costs associated with the Exhibit while it is on display at the Location, including staffing, security costs, replacement of consumables, and utilities.

ARTICLE 4: SHIPPING

4.1 Shipping. Inbound and outbound shipping will be scheduled by the licensor; Licensee will be responsible for inbound shipping costs only.

4.2 Loading and Unloading. At the sole expense of the Licensee, labor personnel shall be provided to unload, unpack, install, de-install, pack, and load the Exhibit. Such labor personnel shall consist of no less than five qualified experienced workers that understand traveling exhibits with at least one worker who is able to safely operate a forklift. The Licensee shall not unpack or pack the exhibit without the guidance of the Licensor.

4.3 Special Equipment. An industrial forklift with 6ft forks (4400 Lbs. Capacity) and/or a truck height loading dock is required to load and/or unload the components of the Exhibit. Any and all equipment necessary for the assembly and disassembly of the Exhibit shall be obtained and provided by the Licensee at its sole expense.

4.4 Storage of Packing Materials. Licensee agrees to host the Rental Exhibit in its entirety unless a previous agreement, such as a sample floorplan, is documented in writing. During the time when the Licensee is in possession of the Exhibit, the Licensee at its sole expense shall store carts, packing materials, and exhibit pieces not on display in an environment that is indoors, enclosed, cool, dry, safe, secure, and protected from exposure to the weather or other circumstances that could result in loss or damage to the materials.

ARTICLE 5: EXHIBIT HANDLING AND CARE

5.1 Exhibit Handling and Care. Unloading, unpacking, installation, de-installation, packing and loading of Exhibit shall be performed pursuant to a schedule determined by Licensor, and Licensee shall reimburse Licensor for all costs incurred as a result of Licensee not complying with such schedule.

5.2 Staffing. Licensee, at its sole expense, shall provide one qualified staff member to assist visitors with the Exhibit during the hours when the Exhibit is on display. The Exhibit must be monitored by Licensee's trained staff at all times the Exhibition is open.

5.3 Repairs and Replacements. Licensee shall report to Licensor all damage and equipment failure regarding the Exhibit by phone; followed by a detailed written notification as soon as such damage or failure is detected. Arrangements for repair or replacement of any component of the Exhibit shall be made by the Licensee in consultation with Licensor. The Licensee will not conduct unauthorized repairs or modifications to the exhibits.

If Licensor determines that, any repair or maintenance is non-routine, it will coordinate the repair or replacement at the leasing party's and/or their insurance provider's cost.

5.4 Exhibit Condition. At the conclusion of the Exhibit installation, the Parties agree that the Exhibit components are in good condition, normal wear and tear excepted, unless otherwise noted by Licensee in writing.

5.5 Cleaning and Maintenance. Licensee shall be responsible for all cleaning, routine maintenance and routine care of the Exhibit during the Exhibition Period at no cost to Licensor and in accordance with instructions provided by Licensor.

ARTICLE 6: OWNERSHIP

6.1 Ownership. Licensee shall not acquire any right, title, or interest in or to the Exhibit, except as a licensee under this Agreement.

6.2 No Modification or Reproduction. Licensee shall not modify copy or otherwise reproduce the Exhibit without the prior written authorization of Licensor. Licensor shall own any copy, translation, derivative, modification, or adaptation based on the Exhibit that may be created by or for Licensee. If Licensee is deemed to possess any rights in the Exhibit, Licensee hereby assigns such rights to Licensor. Licensee further agrees that it will hereafter take any additional actions that are reasonably necessary to achieve the purposes of this Section, including the execution of additional documents.

6.3 Noninterference. Licensee agrees not to take any action that interferes with the intellectual property or other proprietary rights of Licensor or attempt to copyright or patent any portion of Licensor's property or register or attempt to register any trademark, service mark, trade name, or company name, which is identical or confusingly similar to said marks or names.

6.4 Nondisclosure. Licensee shall not disclose any proprietary information related to the Exhibit or this Agreement to any person or organization including lease price or negotiated terms.

ARTICLE 7: DISPLAY AND PUBLICITY

7.1 Display. Licensee shall display the Exhibit as a whole and in a dignified and suitable manner at the Location unless a modified display is agreed upon by Licensor.

7.2 Licensor Trademark License. During the term of this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable license, without the right to sublicense, to use, display, reproduce and publish, without compensation, the corporate name, trademarks, service marks, and/or trade names (including Licensor's logo(s)) used in connection with Licensor's business ("LICENSOR Trademarks"), to be used by Licensee solely in connection with Licensee's publicity, advertising and promotion of the Exhibit as contemplated in Section 7.3 below. Except as permitted in this Agreement, Licensee will not adopt or use a part or all of the LICENSOR Trademarks or any other designation confusingly similar to any LICENSOR Trademarks. Licensee will comply with all applicable laws and regulations pertaining to the proper use and designation of the LICENSOR Trademarks. Licensee shall not make any use of the LICENSOR Trademarks, which will tarnish, blur, or dilute the quality associated with the LICENSOR Trademarks or the associated goodwill.

7.3 Publicity. Licensee shall be responsible for all publicity, advertising and promotion relating to the display of the Exhibit including all costs and expenses related thereto. Licensee shall prominently identify Licensor as the owner and producer of the Exhibit in all publicity, communications and promotional materials relating to the

Exhibit. Licensee shall provide Licensor with copies of all such publicity and promotional materials prior to Licensee's use of such materials. Licensee's use must be reviewed and approved by Licensor in advance, and, once approved, will not be materially changed. Licensee shall report on the following, in writing, to the Licensor within 30 days of the end of the Exhibit Period; total exhibit attendance, field trip attendance, educational program attendance, marketing materials, press coverage, and social media responses.

7.4 Sponsorship. LICENSOR shall be listed as the producer of the Exhibit. The names, credit lines and logos of LICENSOR shall be displayed prominently in the Exhibit in a form and manner established by LICENSOR. LICENSOR may add one or more National Sponsors of the Exhibit at any time.

Licensee is permitted to obtain local sponsorships for the Exhibit provided the Licensee requests and obtains written permission from the Licensor prior to accepting the sponsorship. Licensee's request for sponsorship approval must be submitted to LICENSOR at least 10 days in advance of any announcement and or publication. Licensor reserves the right to deny local sponsorships if deemed to conflict with the brand of the Exhibit, the brand of the Licensor, or with the brands and sponsorship rights of the National Sponsors. If Licensee sponsor approval remains undecided 10 business days after submission, Licensee shall proceed with desired sponsor. Recognition of local sponsors on signs and advertisements must be approved by the Licensor in accordance with section 7.3 and the Exhibit Marketing Guide.

Licensee shall include the National Sponsor(s) and Omaha Children's Museum logos and/or credit lines in the material including the following:

- Exhibition-Related Advertising and Signage
- Press Releases and Letterhead
- Invitations to Openings, Programs and Special Events
- Membership Promotions

ARTICLE 8: INSURANCE

8.1 Insurance Requirements and Proof of Coverage. From the time the Exhibit departs the previous venue until the Exhibit departs the Location following the exhibition, Licensee shall procure and maintain, at its sole cost and expense, including the cost of any deductible, the following insurance coverage: (a) Property Insurance covering the full replacement value of the Exhibit (not less than \$500,000) against all risks of physical loss or damage, naming Licensor as Loss Payee. (b) Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence, naming Licensor as an Additional Insured. (c) Umbrella/Excess Liability Insurance with limits of not less than \$1,000,000 per occurrence in excess of the General Liability, also naming Licensor as an Additional Insured. (d) Workers' Compensation & Employers' Liability Insurance with statutory limits as required by law and Employers' Liability limits of not less than \$500,000 per accident.

The City of Ocala is a self-insured entity pursuant to City Council Resolution 92-84 up to the limits of liability set forth in Florida Statute §768.28 This self-insurance program includes Workers' Compensation, General and Automobile liability coverage for all liabilities or damages for which the City of Ocala is found legally liable. This self-insurance program is administered through the City's Human Resources and Risk Management Department.

The General Liability and Umbrella policies shall include endorsements stating that such coverage is primary and non-contributory with any other insurance available to Licensor. A waiver of subrogation in favor of Licensor shall apply to the Licensee's General Liability, Umbrella, Workers' Compensation, and Employers' Liability policies. Licensee shall promptly notify Licensor of any pending or actual change, cancellation, or nonrenewal of any required insurance upon receipt of notice from its insurer or when otherwise known to Licensee.

Upon execution of this Agreement, Licensee shall provide Licensor with: (a) a current Certificate of Insurance confirming that the types and limits of coverage required under this Section are in effect; and (b) written confirmation from the Licensee's insurer or broker that Licensor will be added as Loss Payee (Property Insurance) and Additional Insured (General Liability and Umbrella policies) for the duration of the exhibit rental period.

No later than thirty (30) days before the Exhibit opening date at the Licensee's Location, Licensee shall provide: (a) an updated Certificate of Insurance naming Licensor as the Certificate Holder and clearly indicating Licensor's status as Loss Payee and Additional Insured as required above; and (b) copies of the actual policy endorsements granting such Loss Payee and Additional Insured status, along with any required primary/non-contributory and waiver of subrogation provisions.

Provision of all required proof of insurance under this Section is a condition precedent to Licensor delivering and/or permitting retention of the Exhibit at the Location.

8.2 Claims Procedure. All claims upon Licensee's insurance policies for loss or damage to the Exhibit must be made in conjunction with Licensor or its authorized representatives.

ARTICLE 9: INDEMNIFICATION/ NO WARRANTY / DAMAGES

9.1 Indemnification (or Responsibility if Indemnification Not Permitted). Licensee shall indemnify, defend and hold harmless Licensor, its directors, officers, employees and agents (the "Indemnified Parties") from and against any and all losses, damages, liabilities, claims, demands, suits and expenses (including reasonable attorneys' fees) that the Indemnified Parties may incur or be liable for as a result of any claim, suit or proceeding made or brought against Licensee or any of the Indemnified Parties in any way based upon, arising out of, or in connection with Licensee's display or use of the Exhibit or, Licensee's breach of any of its duties hereunder. Licensor's liability is limited to the fees received in accordance with Article 3. The City of Ocala's liability is limited to the limits set forth in Florida Statute §768.28 in force at the time this Agreement was entered into by the parties. Nothing in this agreement is intended to waive the sovereign immunity protections provided to the City of Ocala pursuant to Florida law.

If indemnification is not permitted by applicable law, each party shall instead be responsible for losses, damages, or claims directly resulting from its own negligent acts or omissions or willful misconduct, to the extent permitted by law. Licensor's liability is limited to the fees received in accordance with Article 3.

9.2 No Warranties. LICENSEE ACKNOWLEDGES THAT LICENSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXHIBIT, OR ANY WORK PERFORMED UNDER THIS AGREEMENT INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, AND LICENSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES.

9.3 Damages. IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING WILLFUL AND WANTON MISCONDUCT OR NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL EITHER PARTY OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, AS APPLICABLE, BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE FOREGOING LIMITATION AND DISCLAIMER SHALL APPLY IRRESPECTIVE OF WHETHER THE POSSIBILITY OF SUCH DAMAGES HAD BEEN DISCLOSED IN ADVANCE OR COULD HAVE REASONABLY BEEN FORESEEN.

ARTICLE 10: TERMINATION

10.1 Events of Termination. If Licensee materially breaches any of the terms of this Agreement and fails to cure such breach within ten days of receipt of such notice of such breach, LICENSOR may terminate this Agreement without further obligation. In the event of any such termination, Licensee shall: (1) immediately close the Exhibit to the public; (2) dismantle and repack the Exhibit and ship it to a subsequent alternate exhibition site or LICENSOR as directed by LICENSOR; and (3) reimburse LICENSOR in full for all costs incurred by LICENSOR in

shipping the Exhibit and of modifying the tour schedule or seeking a replacement alternate exhibition site. Additionally, LICENSOR reserves the right to terminate this Agreement prior to the Exhibit Start Date for reasons including, but not limited to: (1) scheduling conflicts; (2) staffing issues; and/or (3) physical conditions of the Exhibit, which prevent LICENSOR from fully delivering on this Agreement. In the event that LICENSOR terminates this Agreement, LICENSOR shall immediately notify the Licensee in writing at which point this Agreement shall be null and void. LICENSOR shall not be held liable and Licensee shall be issued an immediate refund of any Rental Fee paid in respect to this Agreement. If either Party materially breaches any provision of this Agreement, the other Party agrees to provide written notice of such breach. The breaching Party shall have fifteen (15) days to remedy any breach that is capable of remedy. If such breach is not remediated within fifteen (15) days, the demanding Party may terminate this Agreement. Upon any termination of this Agreement prior to the end of the Exhibition Period, Licensor shall, within ten (20) calendar days, retrieve the Exhibit from Licensee at Licensee's cost.

10.2 Breach. Licensee agrees that if LICENSOR terminates this Agreement for any uncured breach by Licensee, then LICENSOR shall have the right to retain the Rental Fee, and shall have no obligation to return to the Rental Fee, or any portion thereof, to Licensee. In addition, LICENSOR shall be entitled to all costs, expenses and other amounts due to LICENSOR hereunder, plus any costs and expenses incurred by LICENSOR in connection with Licensee's breach hereunder, including without limitation, LICENSOR's reasonable attorney's fees and expenses.

10.3 Expiration. Upon the expiration or other termination of this Agreement, Licensee shall immediately cease using all intellectual property or other proprietary rights of Licensor, all photographs and descriptions of the Exhibit and all publicity materials and shall have no further right in or to such items. If not sooner terminated pursuant to Section 10.1, this Agreement shall expire on the date the Exhibit is delivered to Licensor after the Exhibition Period.

10.4 Force Majeure. In the event that a "Force Majeure" event occurs prior to the beginning of the Exhibition Start Date which prevents the fulfillment of the terms of this Agreement, neither LICENSOR nor Licensee shall be held liable, and this Agreement shall be null and void, and Licensee shall be issued an immediate refund of all monies paid in respect to this Agreement. As used herein, "Force Majeure" shall mean any of the following conditions or contingencies, which has occurred and is continuing: any act of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, or any other cause, which is beyond the reasonable control of such Party.

ARTICLE 11: SECURITY

11.1 Exhibit Security. Licensee agrees to provide security for the Exhibit in accordance with generally accepted industry standards.

11.2 Inspections by Licensor. Licensor shall have the right, upon request, to inspect the Location to ensure that the Exhibit has been adequately displayed, and that security is being provided for the Exhibit. Licensor shall inspect the Location during normal business hours, and such inspection shall be done with as little interruption to Licensee's business operations as possible.

11.3 Background Checks / Child Labor. Licensee shall conduct background checks in the recruitment and selection of all persons employed volunteers or otherwise engaged by Licensee who are intended in any way to supervise or interact with minors including guests who are minors in connection with the Exhibit at the Location. Such background checks shall be conducted and results carefully reviewed so that only personnel who have passed the background checks are permitted to interact with minors in any way.

ARTICLE 12: MISCELLANEOUS PROVISIONS

12.1 Choice of Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nebraska and the federal laws of the United States of America applicable hereto, as though all acts and omissions related hereto occurred in Nebraska. Any lawsuit arising from or related to this Agreement shall only be brought in the United States District Court for Nebraska or an appropriate Nebraska state court. The Parties hereby consent to the jurisdiction and venue of such courts.

12.2 Severability. If any part of this Agreement shall be held unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.

12.3 Waiver. If either Party fails to give notice or enforce any right under this Agreement, such failure shall not constitute a waiver of such right, unless such waiver is reduced to writing and signed by the waiving Party. If a Party waives its right in writing, such waiver shall not constitute a waiver of any other right or of any subsequent violation of the same right that has been waived.

12.4 Force Majeure. Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, or any other cause which is beyond the reasonable control of such Party.

12.5 Notices. All notices under this Agreement shall be in writing and deemed duly given, if delivered: (a) personally by hand or by a nationally recognized overnight courier service, when delivered at the address specified below; (b) by United States certified or registered first class mail when delivered at the address specified below, on the date appearing on the return receipt therefor; (c) by facsimile transmission, when such facsimile transmission is transmitted to the facsimile transmission number specified below; or (d) by electronic mail when such electronic mail is transmitted to the electronic mail address specified below. In the event that a Party is unable to deliver a notice due to the inaccuracy of the address, electronic mail address or facsimile transmission number provided by the other Party pursuant to this Section, or the other Party's failure to notify the Party of a change of its address, electronic mail address or facsimile transmission number as specified pursuant to this Section, such notice shall be deemed to be effective upon confirmation by a nationally recognized overnight courier service of its failure to complete delivery to the other Party's address as set forth in this Section (or other address duly given to the Party by the other Party in accordance with this Section).

Addresses, electronic mail addresses, and facsimile transmission numbers (unless and until written notice is given of any other address, electronic mail address or facsimile transmission number) for purposes of this Section are set forth below:

If to Licensor:

Omaha Children's Museum, Inc.
 Attn: Molly Hobson
 500 S. 20th Street
 Omaha, NE 68102
 Fax: (402) 342-6164
 Email: mhobson@ocm.org

If to Licensee:

City of Ocala, Recreation and Parks, Discovery Center
 Attn: Chandler Reeder
 701 NE Sanchez Ave.
 Ocala, FL 34470
 Phone: (352) 629-8448
 Email: creeder@ocalafl.gov

Copy to:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

And copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

12.6 Entire Agreement. This Agreement (including the recitals set forth above and any Exhibits or other attachments hereto which are incorporated herein by this reference) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent that they have related in any way to the subject matter of this Agreement. No supplement, modification, or amendment of or to any provision of this Agreement shall be binding, unless the same shall be in writing and shall be signed by the Parties.

12.7 Succession and Assignment. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their representatives, successors and permitted assigns. Licensee may not assign this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of Licensor. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties, or their respective successors and permitted assigns, any rights, remedies or liabilities under or by reason of this Agreement.

12.8 Relationship of Parties. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties.

12.9 Survival. The obligations of the Parties that have been incurred prior to the effective date of expiration or termination, and other provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, shall continue in full force and effect notwithstanding the expiration or termination of this Agreement.

12.10 Construction. "Including" means "including without limitation" and does not limit the preceding words or terms. The word "or" is used in the inclusive sense of "and/or". The singular shall include the plural and vice versa. Each word of gender shall include each other word of gender as the context may require. References to "Sections" or "Exhibits" shall mean Sections of this Agreement or Exhibits attached to this Agreement. The title of each Article and the headings or titles preceding the text of the Sections are inserted solely for convenience of reference, and shall not constitute a part of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

12.11 Counterparts. The Parties may execute this Agreement in separate counterparts and may exchange executed counterparts by means of electronic mail or facsimile transmission, and the Parties agree that the receipt of such executed counterparts shall be binding upon the Parties and shall be deemed to be originals for all purposes. In the event that counterparts of this Agreement shall be executed and exchanged by electronic mail or facsimile transmission, the Parties shall promptly exchange original executed counterparts of this Agreement, but failure to do so shall not affect the binding nature of the same.

[The Remainder of This Page Intentionally Left Blank and Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their authorized representatives as of the Effective Date.

Licensors:

Omaha Children’s Museum
Omaha, NE 68102

Licensee:

City of Ocala, Recreation and Parks, Discovery Center
Ocala, FL 34470

X

Matt Orand
Chief Operating Officer

X

Ira Bethea Sr
City Council President

Date: _____

Date: _____

ATTEST:

Angel B Jacobs
City Clerk

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.

4A55AB8A8ED04F3...
William E. Sexton
City Attorney

REC 260255

Exhibit License Agreement
Signature Page
4814-3767-3291.2

EXHIBIT A:

CONTENT OF EXHIBIT

ENTER CONTENTS HERE

Exhibit contents to be determined once the project and layout is finalized.

Certificate Of Completion

Envelope Id: 5EC21CB6-FFB1-4B25-98FF-6E5D4D9ED360	Status: Completed
Subject: FOR SIGNATURE - (REC/260255) Omaha Children's Museum Exhibit Rental - MWBY	
Source Envelope:	
Document Pages: 15	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Amber Bartleson
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	abartleson@ocalafl.gov
	IP Address: 216.255.240.104

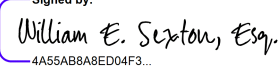
Record Tracking

Status: Original	Holder: Amber Bartleson	Location: DocuSign
3/4/2026 8:27:12 AM	abartleson@ocalafl.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: Docusign

Signer Events

William E. Sexton, Esq.
 wsexton@ocalafl.gov
 City Attorney
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 4A55AB8A8ED04F3...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Timestamp

Sent: 3/4/2026 8:28:15 AM
 Viewed: 3/4/2026 9:35:48 AM
 Signed: 3/4/2026 9:36:31 AM

Electronic Record and Signature Disclosure:
 Accepted: 9/15/2023 9:02:35 AM
 ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/4/2026 8:28:15 AM
Certified Delivered	Security Checked	3/4/2026 9:35:48 AM
Signing Complete	Security Checked	3/4/2026 9:36:31 AM
Completed	Security Checked	3/4/2026 9:36:31 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.