

Exhibition Rental Agreement
Omaha Children's Museum
Bug Squad



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

Licensor: Omaha Children's Museum
500 S. 20th Street
Omaha, NE 68102
Contact: Shaquire Jones, Traveling Exhibits
Phone: 402-930-8036
Email: sjones@ocm.org

Exhibition

Period: Exhibition Start Date: Saturday, May 24, 2025
Exhibition End Date: Saturday, August 30, 2025

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

Rental Fee: \$ 47,000.00 USD

Payment

Schedule: Licensee acknowledges that a deposit of \$2,500.00 USD is due simultaneously to OCM's with its receipt of this agreement. The balance of the Rental Fee shall be paid by Licensee to OCM in accordance with the following schedule:

<u>Payment Type</u>	<u>Due Date</u>	<u>Amount</u>
Deposit	With Signed Contract	\$2,500.00 USD
Payment #1	October 1, 2024	\$24,500.00 USD
Payment #2	January 1, 2025	\$10,000.00 USD
Payment #3	April 1, 2025	\$10,000.00 USD

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

1. 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.
2. 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.
3. 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 March 29, 2024, (“Effective Date”), by and between Omaha Children’s Museum, Inc., a Nebraska non-profit corporation (“OCM”), and City of Ocala, Recreation and Parks, Discovery Center (“Licensee”). Licensors and Licensee are referred to in this Agreement collectively as the “Parties” and individually as a “Party”.

RECITALS:

WHEREAS, Licensors own a Bugs Squad exhibit, which consists of the contents set forth on Exhibit A (the “Exhibit”);

WHEREAS, Licensors desire 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. Licensors hereby grants to Licensee a non-transferable, non-exclusive license to display the Exhibit at City of Ocala, Recreation and Parks, Discovery Center (the “Location”).

1.2 Modification. Licensors 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. Licensors reserves all rights not expressly granted to Licensee in this Agreement.

ARTICLE 2: EXHIBITION PERIOD

2.1 Exhibition Period. Licensors shall license the Exhibit to Licensee during the following period: Saturday, May 24, 2025 to Saturday, August 30, 2025 (the “Exhibition Period”).

ARTICLE 3: FEES AND OTHER COSTS

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

3.2 Fees. Licensee shall pay OCM \$47,000.00 (the “Rental Fee”) for the right to display the Exhibit. The Rental Fee does not include inbound shipping costs. On-site support from an OCM technician is provided throughout the duration of the rental period. The parties acknowledge that a deposit of \$5,000.00 is due

simultaneously to OCM with its receipt of executed contract. The balance of the Rental Fee shall be paid by Licensee to OCM in accordance with the schedule listed on page one.

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, 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 having previous forklift experience. Licensor will provide at least one exhibit technician to offer on-site support for installation and uninstallation. The Licensee shall not uncrate or crate the exhibit without the guidance of the OCM exhibit technician(s).

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 crates, 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 crates and packing 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 OCM, and Licensee shall reimburse OCM 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.

5.3 Repairs and Replacements. Licensee shall report to OCM all damage and equipment failure regarding the Exhibit 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 OCM. If damage or failure occurs during normal operating conditions, OCM will be responsible for the cost of repair. If damage is due to vandalism, theft, fire, flood etc., the leasing party and/or their insurance provider will be responsible for the cost of repair or replacement. Other terms and conditions pertaining to the care, repair and maintenance of the Exhibit are set forth on Exhibit A attached hereto. The leasing institution will not conduct unauthorized repairs or modifications to the exhibits.

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 OCM.

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 ("OCM 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 OCM Trademarks or any other designation confusingly similar to any OCM Trademarks. Licensee will comply with all applicable laws and regulations pertaining to the proper use and designation of the OCM Trademarks. Licensee shall not make any use of the OCM Trademarks which will tarnish, blur, or dilute the quality associated with the OCM 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. OCM shall be listed as the producer of the Exhibit. The names, credit lines and logos of OCM shall be displayed prominently in the Exhibit in a form and manner established by OCM. OCM 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 OCM 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 Sponsors' 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
Educational Materials

ARTICLE 8: INSURANCE

8.1 Insurance. 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, all risk Property insurance in at least the amount of \$400,000. The Licensee will be solely responsible for an applicable deductible. The Licensee shall also obtain commercial General Liability insurance with a limit of at least One Million Dollars (\$1,000,000) per occurrence, Umbrella Liability coverage of at least One Million Dollars (\$1,000,000) per occurrence, and Workers Compensation & Employers' Liability coverage of at least Five Hundred Thousand Dollars (\$500,000). Licensor shall provide insurance coverage for the Exhibit while in transit.

8.2 Loss Payee & Additional Insured. Licensor shall be listed as the loss payee on Licensee's Property Insurance and Additional Insured on the Licensee's General Liability & Umbrella policies. General Liability & Umbrella policies of the Licensee shall also contain endorsements stating that their coverage will be primary and not excess or contributory with any other insurance policies available. A waiver of subrogation in favor of OCM shall also apply to the Licensee's General Liability, Umbrella, and Workers Compensation & Employers' Liability policies. Licensee will immediately notify Licensor upon any pending or actual change to the insurance of which it receives notice or of which it is aware.

8.3 Proof of Insurance. Proof of Licensee's Commercial General Liability Insurance shall be provided by Licensee to Licensor upon contract execution. Licensee shall also provide a Certificate of Insurance to Licensor, showing the Licensor as the Certificate Holder no later than thirty (30) days before Exhibit opening date at the Licensee's Location. This is a prerequisite to Licensor delivering and/or agreeing to the retention of the Exhibit at the Location.

8.4 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. 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.

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, OCM 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 OCM as directed by OCM; and (3) reimburse OCM in full for all costs incurred by OCM in shipping the Exhibit and of modifying the tour schedule or seeking a replacement alternate exhibition site. Additionally, OCM 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 OCM from fully delivering on this Agreement. In the event that OCM terminates this Agreement, OCM shall immediately notify the Licensee in writing at which point this Agreement shall be null and void. OCM 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 (10) calendar days, retrieve the Exhibit from Licensee at Licensee's cost.

10.2 Breach. Licensee agrees that if OCM terminates this Agreement for any uncured breach by Licensee, then OCM 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, OCM shall be entitled to all costs, expenses and other amounts due to OCM hereunder, plus any costs and expenses incurred by OCM in connection with Licensee's breach hereunder, including without limitation, OCM'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 OCM 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 Florida and the federal laws of the United States of America applicable hereto, as though all acts and omissions related hereto occurred in Florida. Any lawsuit arising from or related to this Agreement shall only be brought in the United States District Court for Florida or an appropriate Florida state court. The Parties hereby consent to the jurisdiction and venue of such courts.

12.2 No Waiver of Sovereign Immunity. Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

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

12.4 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.

12.5 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.

12.6 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: Fawn Taylor
500 S. 20th Street
Omaha, NE 68102
Fax: (402) 342-6164
Email: ftaylor@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

12.7 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.

12.8 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.

12.9 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.

12.10 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.

12.11 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.

12.12 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 

Fawn Taylor
Chief Executive Officer

X

Barry Mansfield
City Council President

Date: July 26, 2024

Date: _____

ATTEST:

Approved as to form and legality:

Angel B. Jacobs
City Clerk

William E. Sexton
City Attorney

Exhibit License Agreement
Signature Page
4814-3767-3291.2

EXHIBIT A:

CONTENT OF EXHIBIT

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

LICENSEE'S CARE OBLIGATIONS

1. Notwithstanding anything in this Agreement to the contrary, Licensee shall be responsible for any damage to the Exhibit or any of its components or objects during public display at the Location.
2. Licensors and Licensee shall both sign-off on the condition of the Exhibit upon completion of Exhibit set-up. The Parties agree that the Exhibit components are in good condition, normal wear and tear excepted, unless otherwise noted by Licensee in writing on the sign-off form.
3. During any portion of the Exhibition Period that the Exhibit is not on display at the Location, Licensee shall store the Exhibit under such conditions as to prevent loss, vandalism, damage or deterioration.
4. Licensee shall be responsible for all cleaning, routine maintenance and routine repair of the Exhibit during the Exhibition Period at no cost to Licensors and in accordance with instructions provided by Licensors.
5. Licensee shall promptly report any damage, loss or breakage pertaining to the Exhibit to Licensors by telephone; followed by a detailed written notification. Any non-routine repair or replacement to be made by Licensee must be authorized by Licensors in advance. If Licensors determines that any repair or maintenance is non-routine, it will perform the repair or maintenance at Licensee's cost.
6. The objects in the Exhibit shall not be transported in damaged condition except with the express written permission of Licensors.
7. Licensee shall return the Exhibit to Licensors in the same condition as it was received; provided, however, that if Licensee fails or refuses to agree to Licensors's repair or maintenance of the Exhibit with respect to non-routine matters, Section 6 of these Care Obligations will apply. Licensors may require special packing of the Exhibit in such circumstances.