



TREEHOUSES

RENTAL AGREEMENT

Between

SCIENCENTER

(Lending Institution)

601 First Street

Ithaca, NY 14850

607-272-0600

607-277-7469 fax

www.sciencenter.org

And

Discovery Center

(Borrowing Institution)

701 NE Sanchez Ave

Ocala, FL 34470

352-401-3900

Ocalafl.org

The **Sciencenter** (Lending Institution) enters into this Agreement with the Discovery Center (Borrowing Institution) for the following scope of work and terms and conditions.

Exhibition Development and Ownership

TreeHouses (Exhibition) was produced by the Environmental Exhibit Collaborative (EcoTarium, Worcester, Massachusetts; ECHO at the Leahy Center for Lake Champlain, Burlington, Vermont; and the Children's Museum of Maine, Portland, Maine). TreeHouses was produced with support from Jane's Trust, the Cabot Family Charitable Trust and the Institute for Museum and Library Services. The EcoTarium is the lead institution for the Environmental Exhibit Collaborative (EEC!) governed by a memo of understanding between the member museums.

The exhibition is owned by **the Worcester Natural History Society d.b.a The EcoTarium (Owning Institution)** which has an arrangement with the Lending Institution to manage TreeHouses exhibition rentals.

Exhibition Description

TreeHouses (Exhibition) is a 1,500 – 2,000 square feet exhibition designed for a family audience. Spend some time hanging out in the trees! Immerse yourself in an indoor tree house

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and explore firsthand who lives in trees through stereoscopic viewfinders, tracking clues, natural artifacts, and sound. The lively setting will have visitors roaming from tree to tree to house as they discover the many habitats that trees provide for animals large and small—and people, too.

Descriptions of each individual exhibit are included in Attachment F.

Exhibition Rental Dates

Loan Term: Borrowing Institution shall have the right to display the Exhibition during the period **Summer 2026**

Commencing on: **Inbound shipping date: Thursday, May 14 2026**

And

Ending on: **Outbound shipping date: Friday, September 25, 2026**

Display Site: Borrowing Institution shall have the right to display the Exhibition at the following location:

Display Site Name: Discovery Center

Address: 701 NE Sanchez Ave, Ocala, FL 34470

The Loan Term shall commence at the time of delivery of the Exhibition to the Display Site and shall terminate at the time the Shipping Agent, as defined below, takes possession of the Exhibition upon pickup from Borrowing Institution.

Specific in-bound shipping and out-bound shipping dates will be coordinated between the Lending Institution and the Borrowing Institution to allow adequate time for unpacking, installation and repacking of the Exhibition and to accommodate the schedules of prior and subsequent venues. The dates may need to be adjusted due to shipping availability or unforeseen circumstances.

Contract Period

The Contract shall extend from the date it is signed until the end of the Loan Term, as specified above. Any change in dates must be an amendment to this contract.

Booking Policy

To reserve the Exhibition for the Loan Term, the Borrowing Institution must sign and return this Agreement to the Lending Institution **along with a non-refundable deposit**. Upon receiving the signed contract and deposit, the Lending Institution will acknowledge receipt of the contract and the deposit.

Deposits and Payments

Borrowing Institution will pay Lending Institution for the rental of the Exhibition for a **three-month Loan Term** for a total of **\$26,000** plus applicable taxes, if any.

An advance non-refundable deposit of \$5,000 must be paid to the Lending Institution within twenty-one (21) days of signing of this Agreement in order to reserve the Exhibition.

The balance of the rental fee (\$21,000) must be paid in full 45 days prior to the shipping of the Exhibition to the Borrowing Institution.

If the Borrowing Institution cancels a booking after the loan agreement has been signed, the deposit will not be refunded.

Shipping Costs

In addition to the Rental Fee, the Borrowing Institution is required to pay for inbound shipping.

- If the Borrowing Institution is **within the contiguous 48 states**,
 - And the Previous Venue is located within the contiguous 48 states or within 250 miles of a border crossing, the Borrowing Institution pays for shipping from the Previous Venue.
 - And the Previous Venue is outside of the contiguous 48 states and further than 250 miles from a US border crossing, the Borrowing Institution will pay for shipping from the port of entry or border crossing that is closest to the Previous Venue.

- If the Borrowing Institution is **outside of the contiguous 48 states**, including venues in Hawaii and Alaska, Borrowing Institution will be required to pay for incoming shipping from the previous venue, AND outgoing shipping to the nearest port of entry or border crossing in the contiguous 48 US states.
 - Borrowing Institution will be required to make the **necessary arrangements** in advance, and pay any **associated fees**, for import or export requirements associated with the Exhibition's inbound transport and outbound transport to the contiguous 48 states. Associated fees include but are not limited to customs documentation, sea freight or airfreight shipments, for both incoming and outgoing shipping. Lending Institution will provide any necessary information, such as the values and origins of the exhibits, as requested.

The Lending Institution will work with the Borrowing Institution to make shipping arrangements with a shipping carrier in conjunction with the prior and subsequent venues. The shipping carrier will bill the Lending Institution directly for **In-Bound Shipping**. The Lending Institution will then invoice the Borrowing Institution for the cost of shipping, which will be due upon receipt.

The Lending Institution will be responsible for **Shipping Insurance**.

Borrowing Institution shall pay all costs of inbound shipping of the Exhibition to the Display Site as outlined above. Borrowing Institution hereby agrees to indemnify Lending Institution from and against any and all liability, loss, claims, suits, fees, damages, and expenses, including reasonable attorney's fees, for such shipping charges. Borrowing Institution further agrees to pay any additional shipping, handling, or storage charges arising from Borrowing Institution's failure to meet conditions of this Agreement.

The Borrowing Institution will **not** be required to pay for **Out-bound Shipping** within the contiguous 48 states.

Shipping

Lending Institution or Shipping Agent will work with Borrowing Institution to coordinate and notify Borrowing Institution of the time and date of delivery to and pickup from the Display Site.

Borrowing Institution shall cooperate fully with Lending Institution and the Shipping Agent to ensure that the Exhibition is packed in shipping materials (which can include rolling platforms, rolling crates, pallets, etc.) according to the instructions in the Technical Manual and with provided straps and blankets to protect components and cabinets, and is otherwise ready and available for scheduled pickup at the conclusion of the Loan Term. Borrowing Institution acknowledges that Lending Institution may have the obligation to deliver the Exhibition to another borrower following the Loan Term, and agrees that time is of the essence in connection with pickup of the Exhibition.

Lending Institution will attempt to assure timely delivery of the Exhibition to Borrowing Institution. Lending Institution shall not, however, be responsible for any damages or liability the Borrowing Institution may incur or suffer as a result of any delay in delivery or failure to deliver the Exhibition due to circumstances beyond Lending Institution's control.

Exhibition Display Conditions

1. The Borrowing Institution must agree to meet the minimum display conditions included in Attachment A.
2. The Borrowing Institution shall not have the right to modify or alter the Exhibition in any manner, except following direct communication and approval from the Lending Institution.
3. The Borrowing Institution shall have indoor space to receive the Exhibition when it is delivered, and to have it repacked and ready to ship by the agreed upon shipping date. The Borrowing Institution shall have safe storage for crates and blankets, and for any unused modules. Borrowing Institution shall have safe storage for the Exhibition for any portion of the Loan Term that the Exhibition is not on display, under such conditions as to prevent loss, vandalism, damage, or deterioration thereto.
4. The Borrowing Institution shall use the Exhibition for educational purposes only.

Exhibition Technical Characteristics

The Exhibition technical characteristics are included in Attachment C.

Component Handling, Setup and Takedown, Repacking and Truck loading Conditions

The Borrowing Institution shall install and repack the Exhibition in a professional manner, and must agree to follow the component handling, setup and takedown, repacking and truck loading instructions included in the Technical Manual provided by the Lending Institution.

An on-site supervisor from the Lending Institution is available for an additional fee.

The setup and installation of this Exhibition is designed to be performed by the Borrowing Institution, therefore no staff from the Lending Institution will be required to be on-site.

Upon delivery of the Exhibition from the Shipping Agent, Borrowing Institution shall promptly unpack the Exhibition in a professional manner. Borrowing Institution shall not sign the Shipping Agent's bill of lading to indicate receipt unless and until the contents of the Crates and blanket-wrapped components have been examined. Alternatively the Borrowing Institution may sign the bill of lading indicating thereon that acceptance is "SUBJECT TO INSPECTION." Any damage or loss to the Exhibition or shipping materials shall be indicated on the Shipping Agent's shipping documents. If any damage to the Exhibition or shipping materials is revealed or is capable of being discovered at the time of unpacking, Borrowing Institution shall immediately contact Lending Institution by telephone to report such damage, and shall retain all packing material and other items relating to the damage, pending instructions from Lending Institution. Borrowing Institution shall be liable for any and all liability, loss, claims, suits, fees, damages and expenses arising from a failure to comply with any of the provisions of this paragraph.

During installation, Borrowing Institution shall fill out an **Exhibition Condition Report** and **Artifact Condition Report** (where applicable). Copies of both reports should be submitted electronically to the Lending Institution within 48 hours of receipt of the Exhibition. A paper copy of the **Artifact Condition Report** shall be placed into the Artifact Condition Report Binder that travels with the Exhibition.

During deinstallation, Borrowing Institution shall again fill out an **Exhibition Condition Report** and an **Artifact Condition Report** (where applicable), submitting copies of the reports electronically to the Lending Institution 48 hours prior to the Exhibition's ship out date. A paper copy of the **Artifact Condition Report** shall be placed into the Artifact Condition Report Binder that travels with the Exhibition.

Insurance and Protection

All damage must be reported immediately to the Lending Institution.

Borrowing Institution Responsibilities

1. The Borrowing Institution accepts responsibility for the Exhibition of the items, and for their packing, security, transport, unpacking and Exhibition at the exhibiting venue(s). Borrowing Institution shall comply with all the provisions of this Agreement and the Attachments, and shall take all other precautions reasonably necessary to ensure that the Exhibition is handled, installed, displayed, maintained, packed, and stored in a manner that will protect against damage or loss.
2. Borrower agrees to provide, at Borrower's expense, equipment and staff or other qualified persons to unpack, install, and repack the Exhibition within the specified time

period or otherwise determined jointly by Borrower and Lending Institution. A qualified installation crew consists of dedicated exhibit technicians or other staff experienced in the handling and installation of museum exhibits; trusted and skilled temporary help or volunteers may assist with supervision by Borrower's experienced personnel.

3. The Borrowing Institution will be held responsible for repairs and/or replacement parts if it does not follow instructions provided in Attachment A of this Agreement, the Technical Manual, or by communication with the Lending Institution, or if appropriate security standards are not met. Replacement or repair of Exhibition components damaged due to visitor abuse beyond normal wear and tear, or by negligence of the Borrowing Institution shall be the responsibility of the Borrowing Institution. Borrowing Institution is responsible for repairs/replacement costs made to standards determined by the Lending Institution.
4. The Borrowing Institution will be held responsible for any additional fees or charges incurred by Lending Institution in the event the Exhibition is not fully packed and ready for shipping to the next venue at the agreed upon date and time.
5. The Borrowing Institution will be held responsible for lost rental income incurred by Lending Institution in the event the Exhibition is damaged by the Borrowing Institution and is not readily available and in good working order for the subsequent Borrowing Institution.

Insurance Provided by Lending Institution

The Lending Institution will provide shipping insurance, which covers the Exhibition during transit.

Insurance Provided by Borrowing Institution

1. For the term of the Rental Agreement, Lending Institution will require the Borrowing Institution to maintain, at its own expense, the following insurance with a reputable licensed insurer and acceptable to the Lending Institution, in full force and effect:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory Limits Employers Liability \$500,000 each accident bodily injury \$500,000 bodily injury by disease each employee
Commercial General Liability	\$1,000,000 per occurrence bodily injury and property \$1,000,000 per occurrence personal and advertising injury \$2,000,000 general aggregate

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2. The Worker's Compensation and Employer's Liability coverages set forth above must be maintained by Borrowing Institution to the extent required by law. This liability insurance policy shall have a limit of at least \$1,000,000 per occurrence that covers this Exhibition.
3. Borrowing Institution shall provide Lending Institution with a certificate of liability insurance naming the Lending Institution and Owning Institution (if different from Lending Institution) as an additional insured on a primary and non-contributory basis, with respect to the Exhibition, not later than 30 days prior to the delivery of the Exhibition to Borrowing Institution. In addition to the Certificate of Insurance naming the Lending Institution as an Additional Insured, the Borrowing Institution shall provide a copy of the Additional Insured Endorsement.
4. A waiver of subrogation endorsement in favor of Lending Institution and Owning Institution (if different from Lending Institution) shall be provided on all policies.
5. Borrowing Institution will notify the Lending Institution of any change in coverage within ten days. The Borrowing Institution's Insurance company shall provide thirty (30) days notice to the Lending Institution for cancellation of coverage.

Indemnification

In consideration of Lending Institution's agreement to arrange for the loan of the Exhibition, Borrowing Institution agrees to:

1. Indemnify and hold the Lending Institution and the Owning Institution (if different from Lending Institution), their officers, directors, employees, or agents from and against any and all liability, loss, damage, claim, action, liability, and expense, including reasonable attorneys' fees, in contract or in tort, in connection with the shipping and delivery, handling, installation, display, maintenance, packing, or storage of the Exhibition during the Loan Term, including loss of life, bodily injury, and/or property damage from or in connection with the acts or omissions of Borrowing Institution, its officers, directors, employees, or agents in connection with this Agreement.
2. Promptly notify the Lending Institution of any damage to the property of others, and of injuries sustained by any persons, including employees of the Borrowing Institution, in any manner relating directly or indirectly to the loaned exhibit(s).
3. Waive all claims for recovery from the Lending Institution or Owning Institution for any loss or damage to Borrowing Institution's own property caused by fire or other insured casualty. This waiver shall apply, however, only where the insurance covering the loss or damage to Borrowing Institution's own property will not be prejudiced by reason of such waiver.
4. Notwithstanding anything in this agreement to the contrary, Borrowing Institution's duty to indemnify shall be limited to the amount set forth in section 768.28, Florida Statutes of \$200,000 per claim and \$300,000 per incident or occurrence, inclusive of attorney's

fees and legal costs. Nothing in this agreement is intended to waive Borrowing Institution's sovereign immunity under Florida law.

Repairs and Parts and Technical Assistance

The Borrowing Institution must contact the Lending Institution prior to undertaking any repairs.

At least one month before the Exhibition is scheduled to arrive, the Lending Institution will send the Borrowing Institution a **Technical Manual**. The Technical Manual will include clear instructions for space planning, component handling, setup and takedown of the Exhibition, packing, and loading of the truck, including packing checklists. Storage requirements will be included. In addition, the Technical Manual will include daily and routine maintenance and cleaning instructions, along with operating and troubleshooting guidelines. The Technical Manual will also include suggestions for materials to have on hand for the Exhibition.

Borrowing Institution shall provide routine maintenance and cleaning services in order to assure that the Exhibition is clean, operational, safe, and in good condition during the Loan Term, in conformance with the highest standards of the museum industry and in accordance with the Technical Manual.

Spare parts for expected normal maintenance and use will be provided with the Exhibition. Some additional spare parts will be kept in storage at the Lending Institution.

The Lending Institution will provide replacement parts resulting from normal wear and tear of the exhibits, provided that daily operating and maintenance instructions are followed.

Exhibit parts that are missing or lost, will be the responsibility of the Borrowing institution; contact the Lending Institution for more information about replacements.

The Borrowing Institution must report any loss or damage that occurs while the Exhibition, packing materials, or unused components are under its control.

Reimbursable Expenses

Reimbursable expenses include: repairs approved by the Lending Institution.

All reimbursable expenses must be approved in advance by the Lending Institution.

Reimbursable expenses **do not include** cleaning supplies, consumable supplies, or labor for routine maintenance.

The Borrowing Institution is responsible for the following maintenance costs: janitorial care and cleaning of the Exhibition per the instructions in the Technical Manual, or ongoing maintenance of a minor nature such as replacing standard light bulbs.

Borrowing Institution will invoice the Lending Institution once a month for any reimbursable expenses. Payment for approved allowable expenses will be made within 30 days upon the receipt of invoice.

Promotional Materials

At least one month before the Exhibition is scheduled to arrive, the Lending Institution will provide the following resources: a Technical Manual and publicity materials and Educator Guide (see Attachment D).

Admission Charge

The Borrowing Institution has the right to establish its own admission policy and fees.

Key Lending Institution Personnel

The Borrowing Institution shall work directly with the following Lending Institution staff who are under the direction of the Executive Director, Michelle Kortenaar:

Traveling Exhibitions Rental Manager (for contracts & scheduling)

607-272-0600 ext 128

travelingexhibitions@sciencenter.org

Sciencenter Help Desk (for technical support such as non-routine maintenance, requests for replacement spare parts, etc.)

travelingexhibitions@sciencenter.org

For urgent issues call 607-272-0600 and ask for the "Operator" who can reach out to the Exhibits Team.

Assignment, Subcontractors

The Borrowing Institution may not assign, transfer, or subcontract any part of this Agreement to other independent subcontractors without prior written approval from the Lending Institution.

Web Site

The Lending Institution will maintain the www.sciencenter.org website. The Borrowing Institution can promote and link to this website.

Intellectual Property

1. The Exhibition was produced by the Owning Institution.
2. The Owning Institution shall retain all legal rights to the Exhibition designs, drawings, videos, and documents. All rights to exhibit video and graphics, and exhibit development, belong to the Owning Institution. Duplication is NOT permitted.
3. The Borrowing Institution has the right to use all provided photos, promotional materials and images for the purpose of promoting the Exhibition.

Promotion and Credits

The Borrowing Institution should acknowledge Jane's Trust, the Cabot Family Charitable Trust, and the Institute for Museum and Library Services funding in publicity about the exhibition where appropriate. The Borrowing Institution should give credit to the Environmental Exhibit Collaborative as creator of the exhibition where appropriate.

Independent Contractor

In the performance of this agreement, the Borrowing Institution shall be deemed to be and shall be an independent contractor and, as such, shall not be entitled to any benefits applicable to employees of the Lending Institution. Borrowing Institution will provide his/her own personal, medical, workers compensation, liability, property, and automotive insurance for any person who participates in the handling, installation, display, maintenance, packing, or storage of the Exhibition

Failure to Meet Conditions

Acceptance of all requirements is a condition of renting this Exhibition from the Lending Institution.

The Lending Institution reserves the right to withdraw any exhibit components or Exhibition from the Borrowing Institution, if the Borrowing Institution has been negligent in the handling, display, maintenance, protection, or storage of the exhibit items or packing materials, or fails to fulfill any of the rental conditions stipulated in this contract.

The Lending Institution is under no obligation to return a deposit or fees to the Borrowing Institution if exhibit items or Exhibition are removed due to the Borrowing Institution's negligence for failure to properly handle, display, maintain, protect, or store exhibit items or packing materials. In such an event, Borrowing Institution shall be responsible for storing items securely until the Exhibition is packed up and loaded on trucks for the next venue, and any costs incurred doing so.

Termination

A. This agreement may be terminated by either the Borrowing Institution or the Lending Institution upon 30 days written notice.

B. The Lending Institution shall have the right to cancel the Loan upon the occurrence of any of the following:

1. The Exhibition is damaged, destroyed, or has become unavailable for any reason.
2. The Borrowing Institution fails to pay the Fees set forth in this Agreement.
3. The Borrowing Institution has misrepresented its ability to handle, install, display, maintain, protect, or store Exhibition in accordance with the conditions of this Agreement.

4. The Borrowing Institution fails to handle, install, display, maintain, protect, or store Exhibition in accordance with the conditions of this Agreement.

C. Termination by the Borrowing Institution

The Borrowing Institution shall have the right to cancel the Loan by submitting a cancellation request to the Lending Institution in writing. The Lending Institution shall promptly acknowledge the cancellation request and will retain the non-refundable deposit.

In addition:

- 1) If the cancellation request is received more than 180 days prior to the scheduled delivery date of the Exhibition to the Borrowing Institution, the Borrowing Institution will pay the Lending Institution a cancellation fee of \$10,000.
- 2) If the cancellation request is received between 180 days and 90 days prior to the scheduled delivery date of the Exhibition to the Borrowing Institution, the Borrowing Institution will pay the Lending Institution 50% of the remaining balance due of the rental fee.
- 3) If the cancellation request is received less than 90 days prior to the scheduled delivery date of the Exhibition to the Borrowing Institution, the Borrowing Institution will pay the Lending Institution 100% of the remaining balance due of the rental fee.

In all cases, the Borrowing Institution shall be financially liable for any shipping, storage and any other expenses resulting from or related to the cancellation.

D. Termination by the Lending Institution

1. In the event of termination by the Lending Institution, pursuant to Termination Paragraph B(1), the Lending Institution will return the deposit and other payments in full.
2. In the event of termination by the Lending Institution, pursuant to Termination Paragraph B(2), B(3), or B(4), the Borrowing Institution shall remain liable for the full Fee.
3. In the event of termination by the Lending Institution, pursuant to Termination Paragraph B(1), B(2), B(3), or B(4), the Lending Institution shall not be liable for any costs, expenses, damages, or liability the Borrowing Institution may incur as a result of such cancellation.

Force Majeure

1. A party to this Contract shall not be liable for a failure or delay in performing any of its obligations hereunder (excluding obligations to make payments to the other party hereto, if and to the extent that such party's (the "Impacted Party") failure or delay is directly caused by or results from one or more of the following (each a "Force Majeure Event"): (i) storms and other unusual, severe weather conditions, (ii) floods, (iii) fire, (iv) explosion, (v) riot, (vi) war, (vii) terrorist act, (viii) pandemics, (ix) epidemics, (x) change in the requirements of applicable law after the date of the Contract, (xi) nationwide or regional labor strikes, or (xii) other cause beyond a Party's reasonable anticipation and control; provided, however, that no relief shall be afforded to an Impacted Party by this

Section unless: (A) the act or event is beyond the reasonable control of the Impacted Party and that of other persons and entities for whom the Impacted Party is responsible; (B) the Impacted Party uses commercially reasonable efforts (and any other efforts as may be specifically required under this Contract for the specific type of act or event) to prevent, avoid, and/or mitigate the effects of the Force Majeure Event; and (C) prompt notice (within two (2) business days of discovery by the Impacted Party) is given by the Impacted Party to the other Party identifying the Force Majeure Event and describing in reasonable detail the extent to which the Impacted Party's performance is delayed or prevented by the same.

2. The time for performance of an Impacted Party's obligation delayed or prevented by a Force Majeure Event will be extended for a period of time reasonably necessary to overcome the effect of the Force Majeure Event. An Impacted Party will provide regular updates and more frequent updates as the other party may require of the status, impact, and resolution of a Force Majeure Event until the same has been resolved.
3. Notwithstanding the foregoing, the following events and circumstances will not constitute Force Majeure Events: (i) general economic conditions; (ii) unavailability of utilities at any location of the Borrowing Institution; (iii) events or circumstances arising out of an Impacted Party's breach of this Contract or a third party's breach of its contract with the Impacted Party; or (iv) changes in any labor and employment, tax, or other law that may generally impact the activities, operations, and financial condition of the Borrowing Institution, but does not directly pertain to the terms and condition of this Contract or the Impacted Party's performance of its obligations hereunder.
4. An Impacted Party will not be excused by a Force Majeure Event from performance of any obligation that is not directly affected by such Force Majeure Event or a resulting impact on performance by the Impacted Party. Failure of an Impacted Party to provide the other party with timely notice of a Force Majeure Event will constitute a waiver of the Impacted Party's right to invoke the application of this Section to excuse the delay of the Impacted Party's performance of any obligation of this Agreement on account of such Force Majeure Event only for the period of time that the timely notice was not provided.
5. In the event that an Impacted Party's performance of one or more of its obligations under this Contract is prevented or delayed in material part for a period of thirty (30) or more consecutive days or for an aggregate of sixty (60) or more days in any twelve-month period by one or more Force Majeure Events, the other party hereto may, in its discretion, terminate this Contract upon notice to the Impacted Party.

Jurisdiction and Governing Law

This Agreement, and the interpretation and enforcement hereof, shall be governed by and construed in accordance with the laws of the State of Florida, without regard to Florida's conflicts of law provisions. All actions, suits or claims brought under, pursuant to or arising from or in connection with this Agreement, or any materials, work or services provided hereunder, shall be venued in Florida state courts having territorial jurisdiction in or over the County of

Marion. Borrowing Institution shall waive any and all jurisdictional and venue defenses Borrowing Institution may have in connection with any such action, suit or claim.

Changes


By mutual agreement, the Borrowing Institution and the Lending Institution may make changes to the scope of work and terms of this agreement. Any such changes shall be in the form of a written amendment signed by the Borrowing Institution and the Executive Director of the Lending Institution.

Completeness

This written contract is the complete agreement and represents the entire understanding between the Borrowing Institution and the Lending Institution and supersedes all prior understandings regarding the project.

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
We the undersigned parties have executed this agreement on the dates indicated below and agree to the descriptions, terms and conditions of this contract.



Sciencenter
Michelle Kortenaar, Executive Director

1/8/2025

Date

DocuSigned by:


Discovery Center
Ken Whitehead, Assistant City Manager

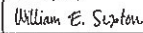
1/7/2025

Date

Approved as to form and Legality:

Borrowing Institution Contact:

Discovery Center
701 NE Sanchez Ave
Ocala, FL 34470
352-401-3900
Ocalafl.org

DocuSigned by:


William E. Sexton, City Attorney

Accounting Contact (Billing)

John Spencer
352-368-5505
JSpencer@ocalafl.gov

Exhibition Contact (Logistics, Installation, & Maintenance)

Curtis Hinnrichs
Exhibit Coordinator
Chinnrichs@ocalafl.gov
352-401-3900

Chandler Reeder
Discovery Center Manager
Office: 352-629-8448
creeder@ocalafl.gov

Attachment A

Exhibition Display Conditions

Borrowing Institution must agree to meet the following minimum display conditions.

Completeness

- Exhibition must be shown intact and in its entirety when possible, without any alteration, or modification to existing components or graphics, unless prior written consent is obtained from the Lending Institution in advance (such as bilingual signage); however, the Borrowing Institution has discretion to not include one or more individual exhibits. The Borrowing Institution can add additional freestanding components or graphics or enhancements to the Exhibition (and please send us photos!). Exhibition credit signage must be included, or alternative arrangements made with the Lending Institution, to be sure appropriate credit is given.
- The individual exhibits and signage must not be altered or changed in any way.
- All the Exhibition items and materials must remain in the possession of and be the responsibility of the Borrowing Institution during the Loan Term.
- Ensure that all staff, volunteers, groups and organizations involved with the Exhibition follow the provisions in this agreement.
- Borrowing Institution shall display the Exhibition at the Display site only.
- Borrowing Institution may not lend the Exhibition to any other person or entity, or display the Exhibition during any time other than the contract period, unless prior written consent is obtained from the Lending Institution.

General Facility Criteria:

- Borrowing Institution shall provide an appropriate display space for the Exhibition, and fire prevention conditions and related equipment for the Exhibition in accordance with applicable local fire regulations and as are reasonably necessary.
- Adequate space (at least 3-4 feet) between individual exhibits to provide for safe access of visitors.
- Smoking is not permitted, and food and beverages may not be served in the Exhibition area.

Lighting

- Adequate lighting must be provided.

- Direct sunlight is allowed.

Atmospheric Controls:

- Exhibition space must have temperature and humidity controls to guarantee an environment of 66 to 76 degrees Fahrenheit and 45 to 65% relative humidity.
- No temperature extremes.
- No humidity extremes.

Security:

- Borrowing Institution shall provide such security services as are reasonably necessary to protect the Exhibition against theft, vandalism, damage or other abuse and to prevent injury to persons at all times that the Exhibition is in its possession.
- Responsible supervision at all times to prevent damage to Exhibition.
- Exhibition or Display location must be locked after hours to prevent damage to Exhibition.
- Fire protection according to local ordinance to prevent damage to Exhibition.
- Alarms or night guards are not required.

Care and Maintenance

- Careful handling of exhibits at all times to prevent damage to Exhibition.
- Provide responsible upkeep and care of the Exhibition.
- Daily maintenance checks, cleaning, and re-setting of loose parts per Technical Manual.
- Ensure the Exhibition remains in the condition in which it was received.
- Qualified staff to perform standard replacement of parts, and mechanical and electrical repairs.
- Repairs are not permitted without permission from the Lending Institution.
- Exhibition area should receive adequate janitorial services.

Shipping, Packing, and Installation and Storage

- Borrowing Institution shall follow the Technical Manual for proper truck unloading & loading and Handling instructions, Installation, Takedown and Packing, and Storage procedures

- Maximum 2-4 days estimate for installation & takedown with a minimum 2 skilled exhibit technicians for install and takedown. See Attachment C.
- Handling, installation, takedown, etc. by skilled, trusted volunteers or temporary workers is acceptable only with supervision by experienced, trained personnel.
- Temperature and humidity extremes must be minimized prior to and after installation.
- If the Exhibition is stored by the Borrowing Institution prior to or after installation, it must be stored in a dry, secure and climate-controlled building.
- Empty shipping materials (which can include rolling platforms, rolling crates, custom pallets, etc.) and blankets must be stored indoors in a dry, secure facility; temperature and humidity-control is not required for empty shipping materials.

Attachment B

Unpacking, Installation, and Repacking Conditions

Borrowing Institution must agree to meet the following minimum conditions:

The Lending Institution will provide the Borrowing Institution with a **Technical Manual** detailing component handling instructions, how to unpack, setup and take down the exhibits, and repack the Exhibition, and load on trucks. Exhibition crates and packing containers are custom-designed for both easy handling and maximum protection of the objects inside. Packing containers will be clearly labeled.

Unpacking

It is the responsibility of the Borrowing Institution to ensure the Exhibition is **unloaded and handled properly**.

- Follow the detailed component handling and setup instructions by the Lending Institution
- Supervise the unloading and unpacking of the Exhibition by qualified individuals
- Report any deviations or omissions immediately to the Lending Institution
- Set up the Exhibition following the Technical Manual
- Complete an **Incoming Exhibition Condition Report** and an **Incoming Artifact Condition Report** and submit it to the Lending Institution within 48 hours of receipt of the Exhibition, including inventory of key exhibit parts and spare parts.

Setup

The setup and installation of this Exhibition is designed to be performed by the Borrowing Institution, therefore no staff from the Lending Institution will be required to be on-site. However, an on-site supervisor from the Lending Institution is available for an additional fee.

Repacking

It is the responsibility of the Borrowing Institution to ensure the Exhibition is **shipped in good condition**. The Borrowing Institution will be responsible to:

- Thoroughly clean all visible surfaces, clear and reflective surfaces, and mechanical parts in detail to remove dust, lint, moisture, water spots, shoe marks, scuffs, body oils, and any other foreign matter.
- Properly repack the Exhibition in its original shipping containers.
- Follow the detailed instructions provided by the Lending Institution to dismantle and pack the components.

- Supervise the dismantling and repacking of the Exhibition by qualified individuals, in original packing materials.
- Repair any damaged crates.
- Supervise the handling and loading of the components of the Exhibition in semi-trailer per component handling instructions in Technical Manual, checking component packing list, and using sample truck loading plans if provided. Driver is normally responsible for securing the components once in place inside semi-trailer; Borrowing Institution staff should supervise and also make sure the load is well secured, protected with blankets, etc.
- Report any deviations or omissions in the packing process to the Lending Institution.
- Complete an **Outgoing Exhibition Condition Report** and **Outgoing Artifact Condition Report** (if applicable) and submit them to the Lending Institution within 48 hours of the shipment of the Exhibition, including inventory of exhibit parts and spare parts.
- **Submit an Evaluation Report** to the Lending Institution on the Exhibition within one month of its departure. The Evaluation Report will include the following:
 - a) Attendance during the Loan Term. If the Exhibition was not separately ticketed, the Borrowing Institution should also include their attendance figure from the same period during the previous year for reference.
 - b) Revenue generated during the Loan Term
 - c) Related events run during the Loan Term
 - d) Publicity generated during the Loan Term
 - e) Program details related to the Exhibition.

Attachment C

Technical Requirements

Exhibition Space Requirements

- Recommended exhibition area: 1,500-2,000 square feet
- Ceiling height considerations
 - *Kitchen/Gallery*: 8' 0" tall
 - *Treehouse A* with animals in the trees:
 - 8' 11" tall **without** the optional canopy
 - 10' 5" tall **with** the optional canopy
 - *Treehouse B* with *Forest Sounds Dance Floor* and *3-D viewers* on railings
 - **Optional** trees (recommended) can be installed at 2 different heights; height with trees will be 8' 5" or 8' 11" tall (where any trees are located)
 - With the **optional** canopy (using the trees) the height is 9' 11" or 10' 5" tall
- Doorway/hallway/elevator clearance of individual components: all components can be moved from truck to gallery space in an elevator with at least 4' wide x 7' tall doors, at least 8' 3" inches deep.
 - All components can be moved through standard 6' 8" tall doorway (Gallery cabinets can be moved on their sides)

Electrical supply

- Voltage: 110-120Volt AC (60Hz) power
- **The following components require electricity (standard extension cord)**
 - *Gallery/Kitchen*: One extension cord run to a power strip in the middle cabinet (from floor or ceiling).
 - *Treehouse A*: One extension cord to the *Crow's Nest*
 - *Treehouse B*: One extension cord to the center can come in from any direction
 - Option to power *Treehouse A & B*: Run one extension cord to a power strip under one of the treehouses, then extension cords to *Crow's Nest* and to *Treehouse B* electronics

Transport

- The Exhibition fits in **one** semi-trailer at least 47' long x 8' wide, with air ride suspension and vertical e-clip track for e-clip ratchet straps; e-clip ratchet straps are included with the exhibition. If semi-trailer is less than 8' tall, the gallery cabinets can be tilted on their sides.
- Exhibition can be unloaded or loaded with a forklift, with 7-8' long forks. Otherwise, semi-trailers with lift gates are necessary 1) to unload the exhibition if either Borrowing Institution's or previous Borrowing Institution's loading dock are not a standard height, or 2) to load the exhibition if either Borrowing Institution's or subsequent Borrowing

Institution's loading dock are not a standard height.

- Loading: Borrowing Institution staff are responsible for bringing components into place in the semi-trailer, and ensuring that components are protected from damage. Driver is responsible for securing the load as components are brought into place in the semi-trailer, but Borrowing Institution staff must oversee and double-check that components are secured for transport, and immediately contact Sciencenter staff if there are inadequate materials for loading the exhibition, or any other safety concerns.
- The exhibition weighs less than 7,500 pounds.

Unloading/loading requirements

- Walls and many railings and other loose parts ship in two rolling carts that are 8' long. In addition, there is a rolling crate that is 8' 3" long. Each have a 3" pair of casters in the middle to help with moving them on/off truck or liftgate.
- The Exhibition is shipped with several furniture dollies and a panel cart for ease in moving components.
- Some exhibits parts ship on 3 custom pallets (made of plywood secured to heavy duty plastic pallets). A pallet jack is desirable for moving the pallets; if necessary those parts on pallets can be unloaded and moved with the red panel cart and/or dollies.
- Other cabinets and platforms are blanket-wrapped. Bases and some loose pieces are hand carried and strapped in place.
- Individual parts can be moved by 2 to 3 strong people onto dollies, and setup by 2-3 competent, strong people. More staff (minimal skills needed) will speed up setup in securing the railings and trees.
- Heaviest components to lift and move into place will weigh approximately 150 lbs.
- Unloading & Installation requirements:
 - 3-4 exhibit handlers; an additional 1 to 2 exhibit handlers will speed up unloading (there are many parts to unload)
 - pallet jack optional
 - step ladders (2-4)
- Take Down, Packing, & Loading requirements:
 - 3-4 exhibit handlers; an additional 1 to 2 exhibit handlers will speed up loading (there are many parts to load)
 - pallet jack optional
 - Stretch wrap (included with exhibition) for securing blankets around a few cabinets, platforms, and miscellaneous parts.
 - Step ladders (2-4)

- Necessary hand tools (hex keys, wrenches, etc.) included with exhibition.

Truck packing list

	Item name / Description	Dimensions
1	Rolling U-cart with railings (cart has 3 pairs of casters)	8' 2" long x 3' 0" wide
2	Rolling U-cart with trees, assorted parts (cart has 3 pairs of casters)	8' 0" long x 3' 0" wide
3	Rolling crate with canopy and long parts (cart has 3 pairs of casters)	8' 3" long x 2' 3" wide
4	Rolling crate: Be A Forester	4' 3" wide x 2' 3" deep
5	Rolling crate: Artifacts and viewers and signs	2' 0" x 4' 0" x ~2' tall
6	Rolling Crate: animals vitrines (raccoon, woodpecker, wood duck)	4' 2" long x 2' 3" deep
7	Rolling crate: animals vitrines (porcupine, pine marten)	3' 7" long x 2' 3" deep
8	Rolling crate: Lazy Susan and computers/monitor	3' 3" long x 1' 8" wide
9	Rolling crate: electronics and stools	2' 3" wide x 3' 2" deep
10	Rolling crate: 3 activity tables	3' 3" wide x 4' 3" deep
11	Panel with morphing chair- ships on top of Activity table crate	2' 0" wide x 4' tall x ~2' deep
12	Double pallet (1 of 2) with 4 hexagonal deck sections (each 7' long x 3' wide)	7' long x 4' wide x 2' tall (four stacked)
13	Black trapezoid base (1 of 4; stacked in truck)	8' long x 3' deep x 14" tall
14	Black trapezoid base (2 of 4)	8' long x 3' deep x 14" tall
15	Black trapezoid base (3 of 4)	8' long x 3' deep x 14" tall
16	Black trapezoid base (4 of 4)	8' long x 3' deep x 14" tall
17	Double pallet (2 of 2) with 4 hexagonal deck sections (each 7' long x 3' wide)	7' long x 4' wide x 2' tall (four stacked)
18	Square deck section (with graphic disk)	4 ½" square x 5" deep
19	Square deck section (no graphic)	4 ½" square x 5" deep
20	Pentagon landing	~6' across x 8" deep
21	Drawer unit (heavy)	2' 6" wide x 2' 1" deep
22	Blue wall (1 of 2)	7 1/2' tall x 4' wide x 5" thick
23	Blue wall (2 of 2)	7 1/2' tall x 4' wide x 5" thick
24	Light green wall with morphing tree and box attached	4' across x 8' tall x ~1 ½' deep
25	Upper ramp (stacked with lower ramp and Bridge)	~8' long x 4' wide x 1' 4" tall
26	Lower Ramp (stacked with upper ramp and Bridge)	~8' long x 4' wide x 8" tall
27	Bridge platform (stacked with Upper Ramp and Lower Ramp)	~8' long x 4' wide x 1' 4" tall
28	Kitchen cabinet 1 of 3	2' 6" wide x 1' 0" deep x 8' 0" tall
29	Kitchen cabinet 2 of 3	2' 6" wide x 1' 0" deep x 8' 0" tall
30	Kitchen cabinet 3 of 3	2' 6" wide x 1' 0" deep x 8' 0" tall
31	Build Your Own Treehouse table	3' 6" deep x 3' 8" wide.
32	Pallet: Crow's Nest base and two step units	~4' square x 2' 6" tall

33	ramp post/board assembly (1 of 4)	6' wide x 9" deep x ~3' tall (each)
34	ramp post/board assembly (2 of 4)	6' wide x 9" deep x ~3' tall (each)
35	ramp post/board assembly (3 of 4)	6' wide x 9" deep x ~3' tall (each)
36	ramp post/board assembly (4 of 4)	6' wide x 9" deep x ~3' tall (each)
37	Bundle of conduit, 4 pieces each 11' long	11' long bundle of conduit
38	Large rolling tub with setup hardware and parts (black with yellow lid)	2' 4" long x 1' 6" wide x 1' 6" tall
39	Medium tub with stepstools and building materials (black with yellow lid)	2' 2" long x 1' 6" wide x 1' 1" tall
40	Rolling Job Box with spare parts (black with gray lid)	3' 3" long x 1' 7" wide x 1' 3" tall
41	small tote with e-clip ratchet straps (one of two totes)	23" x 16"
42	small tote with e-clip ratchet straps (two of two totes)	23" x 16"
43	Red panel cart	27 x 36" (side panels removable)
44	Furniture dolly (1 of 3)	
45	Furniture dolly (2 of 3)	
46	Furniture dolly (3 of 3)	

Signage

- All signage text is printed in American English only.

Access

- Almost all exhibits are designed to be as accessible as possible to the physically disabled; some exhibits are accessible for the visually and hearing impaired.

Floorplan

- Sample floorplan, and layout suggestions, to optimize visitor flow are included in the Space Planning section of the Technical Manual. Several configurations for the two Treehouses/bridge assembly are possible with three different connectors for the two ramps from TreeHouse A.

Health & Safety requirements

- All components should be maintained and kept clean following the cleaning instructions in the Technical Manual.

Attachment D

Marketing and Educational Programming Materials

The Sciencenter will provide the Borrowing Institution with the following materials. The Sciencenter grants the Borrowing Institution the right to use these materials to promote the exhibition.

- Exhibition logos
- Sample press release
- Publicity photos
- Detailed exhibit descriptions

Educational Programming Materials: An educator guide, with instructions for a dozen related educational activities, for grades K-5, are included with the Supplementary materials.

Attachment E Value of Exhibits

TREEHOUSES STRUCTURES	Value
Tree Houses A & B - bridge, stairs, trees & canopies	\$145,000
Animal Signs, ramps & railings	\$17,000
Animal Mounts, skunk diorama, & periscope	\$20,500
Crow's Nest & periscope	\$15,000
Lazy Susan Diorama	\$10,500
Forest-Sound Dance Floor	\$21,000
Stereoscopic Viewers	\$10,000
KITCHEN & GALLERY COMPONENTS	
Morphing Kitchen/Gallery Walls, Chair	\$16,000
Kitchen Desk, Cabinet & Drawers	\$8,800
Turn a Tree into a House interactive	\$19,500
Be A Forester interactive	\$19,500
Tree House Gallery Objects	\$6,000
Gallery Walls photos	\$9,000
Build Your Own Tree House	\$10,000
ACTIVITY TABLES (3) & Pull-up graphics	\$10,000
Packing and Shipping Materials	\$14,000
Total Value	\$351,800

Attachment F

Exhibit Descriptions

Overview:

The TreeHouses exhibition includes fun, hands-on ways to explore the important roles that trees play in providing homes for all sorts of wild things. Incorporating all of the senses, this popular exhibit engages forest explorers of all ages in indoor nature explorations and the ecology of sustainable harvesting of these important natural resources.

Individual Exhibit Components:

Entry

Freestanding entry graphic and tree sculpture welcomes visitors to the exhibition.

The Tree Houses

Explore two accessible indoor tree houses and look for signs of the animals that call a tree home. The wobbly, suspension bridge connecting the two treehouses is a preschooler favorite.

Animal Signs

Become an animal tracker! Hunt for signs left by raccoon, woodpecker, bear and other tree dwellers: touchable models of footprints, scat, and claw scratches.

Animal Mounts

In the branches above you, find some tree animals that might surprise you: a pine marten, porcupine and wood duck. Peer into a periscope to get face-to-face with a flying squirrel taking off on a long glide.

Crow's Nest

Peer into a periscope for a glimpse of a skunk hibernating among some roots. Young visitors can scramble up the steps into the *Crow's Nest* to better look down into the periscope.

Lazy Susan Diorama

Peer into a hollow tree trunk model and see, in a changing diorama, who moves into an old woodpecker's nest over the years: screech owl, a black rat snake and a silver-haired bat. Look up to see the woodpecker!

Forest Sounds Dance Floor

Move your feet, or wave your hands down low, to create a forest-sounds symphony of bear grunts, woodpecker taps, turkey gobbles and more in the *Forest Sounds Dance Floor*.

Stereoscopic Viewers

Stereo viewers show astonishing 3-D photos of the smaller life hidden in trees: tree frogs, spiders and insects.

The Kitchen and Gallery

Learn about sustainable logging and use of trees in our homes. View real and imagined tree houses and then design your own tree house.

Morphing Kitchen

Do you live in a tree house? You might! The *Morphing Kitchen* shows you how – the walls and kitchen chair are turning back into lumber and trees.

Kitchen Drawers

Explore the kitchen drawers and decide: do you eat trees? Drink trees? You might be surprised: many fruits, nuts, and spices, even chocolate come from trees.

Turn a Tree into a House

Turn a tree into a house! Scroll through a video showing trees being cut down, turned into lumber and built into a house – then turn the house back into the forest!

Be A Forester

Play a touch screen game to fill your lumber truck with trees, while keeping the forest healthy and safe for the animals that live there.

Tree House Gallery Showcase

Find your favorite tree house characters: Winnie the Pooh and Owl, Swiss Family Robinson, the Ewoks, even Bart Simpson in his “Tree House of Horror.”

Gallery Walls

Gallery photos show how tree houses are reaching new heights. The childhood scrap lumber tree fort has been joined by tropical eco-resorts and wheel-chair accessible tree houses built for a whole community to enjoy.

Build Your Own Tree House

Kids of all ages can build a small tree house! Keep it simple or make it as crazy as can be, using wooden building rods and disks.

Activity Tables (3)

Try out the three different activities at freestanding tables. Touch and stack beautiful pieces of wood into towers, make a leaf rubbing, or look up close with magnifiers at pinecones and other tree-related objects.

Certificate Of Completion

Envelope Id: B9BE496B-5D62-497C-8DDD-28EB4E3C12CE	Status: Completed
Subject: FOR SIGNATURE - Discovery Center Summer 2026 Treehouse Exhibit Agreement (REC/250222)	
Source Envelope:	
Document Pages: 27	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Porsha Ullrich
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	pullrich@ocalafl.gov
	IP Address: 216.255.240.104

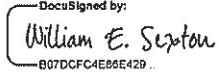
Record Tracking

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Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

Signer Events

William E. Sexton
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Timestamp

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 Signed: 1/7/2025 2:38:18 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Ken Whitehead
 kwhitehead@ocalafl.org
 Assistant City Manager
 City of Ocala
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
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