

**Xavier Riddle and The Secret Museum: The Exhibit
Traveling Exhibition Rental Agreement**

This Traveling Exhibition Rental Agreement (this "Agreement") is made this 20th day of May 2024, by and between The Magic House, St. Louis Children's Museum, a Missouri non-profit corporation (hereinafter "The Magic House") and Discovery Center (hereinafter "Licensee").

WITNESSETH

WHEREAS, The Magic House has created the Traveling Exhibition (as defined below);

WHEREAS, Licensee wishes to share the Traveling Exhibition with its community; and

WHEREAS, The Magic House wishes to make the Traveling Exhibition available to Licensee upon the terms and conditions herein;

NOW, THEREFORE, The Magic House and Licensee agree as follows:

1. Definitions. As used in this Agreement, the following terms will have the following specified meanings:
 - A. "Traveling Exhibition" means the *Xavier Riddle and The Secret Museum: The Exhibit* exhibit that was created by The Magic House, St. Louis Children's Museum.
 - B. "Exhibition Rental Fee" means the rental fee paid by Licensee to The Magic House as set out in detail in Schedule A.
 - C. "Schedule of Dates and Payments" means the date and fee schedule set forth in Schedule A.
 - D. "License Period" means the period beginning on the Delivery Date (defined in Schedule A) and ending on the Pick up Date (defined in Schedule A).
 - E. "Exhibition Period" means the period beginning on the Opening Date (defined in Schedule A) and ending on the Closing Date (defined in Schedule A). Licensee
 - F. "Exhibition Site" means Licensee's exhibition site for the Exhibition, as specified in Schedule B.
 - G. "Services" means services described on the attached Schedule B and any other services furnished by The Magic House under this Agreement.
 - H. "Exhibit Resources" means the materials provided to the Licensee via an online link prior to the Delivery Date.
 - I. "Exhibit Manual" means the document included in the Exhibit Resources that outlines exhibit, education, special event, marketing, installation, maintenance, teardown and other miscellaneous procedures related to the Traveling Exhibition.

The marketing section of the Exhibit Manual contains logo usage, language usage, sponsorship, copyright and trademark guidelines, the terms of which are incorporated herein by reference as if fully set forth herein.

- J. "Exhibit Promotional Materials" means a set of electronic files included in the Exhibit Resources containing advertising templates, art, logos, fonts, photos, the terms of which are fully set forth in the marketing section of the Exhibit Manual.
2. License, Schedule of Dates. Subject to the terms and conditions of this Agreement, The Magic House hereby licenses the Traveling Exhibition to Licensee, and Licensee agrees to accept the Traveling Exhibition for the duration of the License Period and to display it at the Exhibition Site for the duration of the Exhibition Period. Licensee agrees that it will not (a) move or transfer the Traveling Exhibition out of the Exhibition Site or (b) lease, sublicense or otherwise assign or delegate any of Licensee's rights or duties hereunder or allow any third party to take custody of, or responsibility for, the Traveling Exhibition. Licensee shall not modify, enhance, or supplement the Traveling Exhibition or any element or portion thereof, or the thematic or interpretive organization thereof, without the prior written consent of The Magic House, which consent may be withheld in its sole discretion.
3. Installation and De-installation. The obligations of The Magic House and Licensee with respect to installation and de-installation of the Traveling Exhibition are described on Schedule B attached hereto. As more particularly described in Schedule B, The Magic House's carrier shall deliver the Traveling Exhibition to the Exhibition Site on the Delivery Date and pick up the Traveling Exhibition from the Exhibition Site on the Pick up Date.
4. Payment Schedule. Licensee shall pay The Magic House the Exhibition Rental Fee in the amount and according to the time table set forth in Schedule A, including a non-refundable deposit of 10% of the Exhibition Rental Fee at the time this Agreement is signed. Other than the Exhibition Rental Fee which shall be paid in accordance with Schedule A, Licensee shall pay The Magic House all other amounts due for all other expenses and charges within 30 days of the date of issue of any bill sent to Licensee by The Magic House or an additional charge of 1.5% per month may be applied to any past due balance.

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

- A. Licensee shall forfeit fifty percent (50%) of the Exhibition Rental Fee in the event Licensee cancels the Traveling Exhibition less than 180 days but no less than 121 days before the Opening Date.
- B. Licensee shall forfeit seventy-five percent (75%) of the Exhibition Rental Fee in the event Licensee cancels the Traveling Exhibition less than 120 days but no less than 61 days before the Opening Date.
- C. Licensee shall forfeit one hundred percent (100%) of the Exhibition Rental Fee in the event that Licensee cancels the Traveling Exhibition less than 60 days before the Opening Date.

5. Purpose.

- A. The Traveling Exhibition is a direct extension of The Magic House's objective to provide to the public with educational enrichment programs for children through informative exhibits. Therefore, the Traveling Exhibition is to be used for educational purposes only. No commercial use may be made of the Traveling Exhibition. No fees, other than general admission fees, may be charged for entrance to the Traveling Exhibition.
- B. Public access to the Traveling Exhibition must not be denied to anyone on the basis of race, color, creed, religion, sex or national origin.
- C. The Traveling Exhibition must be presented separately and in its entirety at the Exhibition Site indicated in this Agreement. The Licensee must secure prior written approval from The Magic House if the Traveling Exhibition is to be shown at an alternate location or at more than one location during the Exhibition Period.
- D. The Magic House has the sole right to determine the content of the Traveling Exhibition. No supplemental material may be added to nor components removed from the Traveling Exhibition without prior written approval from The Magic House.

6. Publicity; Promotional Materials; Credit.

- A. Licensee may promote the Traveling Exhibition prior to and during the Exhibition Period, and, in doing so, shall comply with the provisions of this Agreement. The Magic House will provide Licensee with all promotional materials (the "Exhibit Promotional Materials"), included in the Exhibit Resources. Licensee will be given online access to the Exhibit Resources at least 90 days before the Opening Date. Licensee may use any of these materials in the exact form provided by The Magic House as outlined in the marketing section of the Exhibit Manual. The Licensee cannot use additional or modified promotional materials until approval is received from The Magic House.
- B. Any copying or other reproduction of the Traveling Exhibition, or any part thereof (including, without limitation, the Exhibit Promotional Materials), is strictly prohibited unless specifically and solely for Licensee's reasonable publicity and promotional purposes in connection with the Traveling Exhibition and as approved by The Magic House in its sole discretion. If applicable, all permitted photographs and reproductions taken of the traveling Exhibition and its components must include a copyright notice as further described in Section 10.B. hereof.
- C. All publicity and/or advertising materials must be submitted to The Magic House for approval. Licensee shall submit to The Magic House all concepts, designs, layout and text, as well as samples of any proposed Licensee Promotional Materials, giving The Magic House at least ten working days to review and approve such Licensee Promotional Materials. The Magic House shall have the right, in its sole discretion, to approve or disapprove any plans or material submitted in connection with the Licensee Promotional Materials. If The Magic

House does not notify Licensee, within ten days of Licensee's submission, that any such plan or material has been approved, such plan or material will be deemed disapproved and Licensee may not proceed to use it.

- D. Licensee agrees to use the official Traveling Exhibition logos as provided by The Magic House in all signage, news and publicity releases, advertisements, printed materials (brochures, invitations, flyers, etc.) and any other communications relating to the Traveling Exhibition.
 - E. Licensee shall contact their local PBS station to discuss collaborating on the promotion of the Exhibit. Promotion may include, but are not limited to, discounts to PBS Members or teacher incentives for field trips.
 - F. Donors to The Magic House have provided support to enable The Magic House to create the Traveling Exhibition. Licensee shall recognize such support according to guidelines outlined in the marketing section of the Exhibit Manual. In the event of any change of such support, Licensee shall recognize such other primary supporter(s) of which The Magic House shall give Licensee notice.
 - G. Licensee may not secure local sponsorship or underwriting for the Traveling Exhibition without The Magic House's prior written approval, which approval shall not be unreasonably withheld.
 - H. Text, illustrations and logos from the Xavier Riddle and The Secret Museum Series are trademarks of 9 Story Media Group, Inc. As such, their name and logos must be identified in all advertising and publicity according to guidelines outlined in the marketing section of the Exhibit Manual.
 - I. The Licensee agrees to ensure that The Magic House is properly credited in all publicity and communications relating to the Traveling Exhibition according to guidelines outlined in the marketing section of the Exhibit Manual.
 - J. The Licensee agrees to include the credit line as written in the marketing section of the Exhibit Manual on all printed material related to the Traveling Exhibition.
 - K. Pending Licensee's availability to sell merchandise, Licensee will offer branded merchandise for sale while the Exhibit is displayed.
7. Attendance. Licensee agrees to provide The Magic House attendance figures for the Exhibition Period within 30 days following the Closing Date.
8. Insurance.
- A. Licensee agrees to provide and keep in full force and effect, at its sole expense, insurance coverage from a recognized and qualified insurance company selected by Licensee and reasonably acceptable to The Magic House on the entire contents of the Traveling Exhibition from the time it is delivered to Licensee, while on display, and post exhibition time until the Traveling Exhibition is delivered to the

next display site. As evidence of such insurance coverage, Licensee shall provide The Magic House with a fully paid, bona fide certificate of insurance at least 60 days prior to the Delivery Date. Licensee agrees that the contents of said insurance certificate shall remain confidential and shall not be made public.

- B. Such insurance shall include the following coverage:
 - i. property insurance covering the Traveling Exhibition in an amount equal to the full replacement value of \$650,000; and
 - ii. general liability insurance covering all claims arising out of accidents or injury (including death) to any person or damage to any property occurring as a result of or related to use or operation of the Traveling Exhibition, with combined single limits of not less than \$2,000,000.

- C. All policies for Licensee's insurance will:
 - i. name The Magic House as additional named insured;
 - ii. be endorsed to provide that such policies will not be substantially modified or cancelled without the insurer giving The Magic House at least 30 days' advance written notice of the same; and
 - iii. be dated beginning upon acceptance of delivery for shipment to Licensee's Exhibition Site and end upon release of Traveling Exhibition for transportation to next site.
 - iv. the Licensee shall be responsible for all injury or damage of any kind resulting from said operations, to persons or property regardless of who may be the owner of the property. In addition to the liability imposed upon the Licensee on account of personal injury (including death) or property damage suffered through the Licensee's negligence, which liability is not impaired or otherwise affected hereunder, the Licensee assumes the obligation to save the Owner harmless and to indemnify the Owner from every expense, liability or payment arising out of or through injury (including death) to any person or persons or damaged property (regardless of who is the owner of the property) of any place in which the Traveling Exhibition is located, arising out of or suffered through any act or omission of the Licensee, or anyone directly or indirectly employed by or under the supervision of the Licensee.

D. Licensee shall carry its own Workman's Compensation Policy.

9. Security Precautions.

- A. Licensee agrees to provide adequate security for the Traveling Exhibition at Licensee's sole cost and expense which shall include at least the following:
 - i. A minimum of 1 gallery attendant to observe the Exhibition Site during all hours Licensee is open to the public.
 - ii. A fully certified and operative burglar alarm of high professional standards or a security guard during closed hours.
 - iii. Institutions must be equipped with a certified and operative fire and security system.
 - iv. NO EATING OR DRINKING shall be allowed at the Exhibition Site. Licensee agrees to post signs in clear and conspicuous locations of the Traveling Exhibition stating this restriction.
- B. Licensee agrees to provide a current list of names and phone numbers for persons responsible for the Traveling Exhibition, including the Licensee's Director, Chief Financial Officer, and Public Relations liaison.

10. Protection of Proprietary Rights.

- A. Licensee acknowledges and agrees that no title, ownership, or Proprietary Rights related to any portion of the Traveling Exhibition, Traveling Exhibition Logos, and Exhibit Promotional Materials is transferred to Licensee by virtue of this Agreement. The Magic House shall maintain all right, title, and interest in the Traveling Exhibition, Traveling Exhibition logos, and Exhibit Promotional Materials. Licensee is responsible for adhering strictly to all rules, terms of use, procedures, and quality control measures implemented by The Magic House to protect its Proprietary Rights including without limitation use, display, and demonstration of the Traveling Exhibition, Traveling Exhibition logos, Exhibit Promotional Materials, and any collateral materials, press releases, marketing materials, and signage associated with the Traveling Exhibition.
- B. Licensee shall place appropriate copyright, trademark, service mark or notices on any advertising, display or Licensee Promotional Materials as may be directed by The Magic House, including without limitation the marks listed in the marketing section of the Exhibit Manual.
- C. Further, Licensee shall not remove or in any way alter any copyright, trademark, or service mark notice appearing in or on any elements of the Traveling Exhibition, Traveling Exhibition logos, and Exhibit Promotional Materials. In the event The Magic House authorizes Licensee to reproduce any Exhibit Promotional Materials,

any and all reproductions shall include the appropriate notice symbols set forth above.

- D. Except as specifically permitted by this Agreement, Licensee shall not use or adopt any service mark, trade name or trademark of The Magic House or any confusingly similar mark, and Licensee agrees not to contest or attack the Proprietary Rights of The Magic House.
- E. Licensee shall take such action as The Magic House may reasonably request (which shall be at Licensee's expense to the extent attributable to Licensee's acts or omissions) to protect the Proprietary Rights of The Magic House, including, without limitation, executing such documents as may be necessary to effect such purpose.

11. Liability.

- A. The Magic House shall have the exclusive right to defend or, at its option, settle any claims or proceedings brought against Licensee to the extent they are based on an assertion that any portion of the Traveling Exhibition or any Proprietary Rights infringes any copyright or trademark of any third party. In the event of any claim described above which The Magic House has the right to defend, Licensee shall (1) promptly notify The Magic House in writing of any such claim; (2) give The Magic House or its designee(s) full authority, information and assistance to defend such claim; and (3) give The Magic House or its designee(s) sole control of the defense of such claim and all negotiations for the compromise or settlement thereof. In the event that The Magic House fails to exercise its exclusive rights set forth in this Section, after a reasonable period of time, Licensee shall, upon written notice to The Magic House, have the right to defend or settle any such claims or proceedings.
- B. The Magic House shall not have any further liability, whether in contract, tort or otherwise, arising out of or in connection with this agreement, the delivery or display of the traveling exhibition, or The Magic House's rendering of any advice or services, including, without limitation, any liability for incidental, consequential, punitive or tort damages or any damages resulting from loss of profits or loss of business, whether or not they have been advised of the possibility of such damages
- C. The Magic House and Licensee each shall defend, indemnify, and hold harmless the other party and its respective officers, trustees, directors, agents, designees, assignees, grantors, and employees from and against all claims, alleged claims, actions, losses, costs, expenses, settlements, demands, and liabilities of every kind whether of the other party hereto or any third party in connection herewith, including reasonable attorney's fees and expenses, arising out of or incurred by reason of the inaccuracy, alleged breach, or actual breach by indemnifying party of any agreement or undertaking made by such party herein. The indemnifying party shall, at its sole cost and expense, dispose of any such claim or demand or defend against any such action. In the event that any such claim is made by a

third party, the indemnified party, at its option, shall have the right, at its sole cost and expense, to participate in the defense of any such action and to be represented by counsel of its selection. Each party shall give the other party prompt notice of the assertion of any claim or the institution of any action that may expose either party to liability.

12. Termination.

- A. 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, The Magic House may terminate this Agreement without further obligation. In the event of any such termination, Licensee shall: (1) immediately close the Traveling Exhibition to the public; (2) dismantle and repack the Traveling Exhibition and ship it to a subsequent alternate exhibition site or The Magic House as directed by The Magic House; and (3) reimburse The Magic House in full for all costs incurred by The Magic House in shipping the Traveling Exhibition and of modifying the tour schedule or seeking a replacement alternate exhibition site.
- B. Licensee agrees that if The Magic House terminates this Agreement for any uncured breach by Licensee, then The Magic House shall have the right to retain the Exhibition Rental Fee, and shall have no obligation to return the Exhibition Rental Fee, or any portion thereof, to Licensee. In addition, The Magic House shall be entitled to all costs, expenses and other amounts due The Magic House hereunder, plus any costs and expenses incurred by The Magic House in connection with Licensee's breach hereunder, including without limitation, The Magic House's reasonable attorney's fees and expenses.
- C. Upon the expiration or other termination of this Agreement, Licensee shall immediately cease using all Proprietary Rights, all photographs and descriptions of the Traveling Exhibition and all publicity materials and shall have no further right in or to such items.
- D. In the event that this Agreement expires or is otherwise terminated, the provisions of sections 10, 11, 12 and 13 shall survive and Licensee shall fulfill all of its obligations thereunder.
- E. In the event that a "Force Majeure" event occurs prior to the beginning of the License Period which prevents the fulfillment of the terms of this Agreement, neither The Magic House 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 God, fire, flood, lightning, earthquake, storm, hurricane, explosion, sabotage, invasions, wars, labor disputes, governmental acts, orders or regulations, which is beyond the control of the party claiming force majeure and prevents the performance of any obligation of either party hereunder, but shall not include financial difficulties of such party.

13. Warranties and Representations. Licensee and The Magic House each warrant and represent that (i) it has the authority to enter into this Agreement; and (ii) by entering into this Agreement, it is not violating any other agreement to which it is a party. Licensee further warrants and represents that it is a non-profit charitable corporation and that it will comply with all applicable laws, rules, orders, ordinances, rules, regulations and contractual requirements in fulfilling its obligations under this Agreement.
14. Disclaimers. THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE ONLY REPRESENTATIONS AND WARRANTIES OF THE MAGIC HOUSE. THE MAGIC HOUSE MAKES NO FURTHER AGREEMENTS, COVENANTS, REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ALL FURTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT AND ALL DOCUMENTS CONTEMPLATED HEREUNDER.
15. Waiver. The waiver, or repeated waiver, by either party hereto of compliance by the other party with any provision of this Agreement shall not be deemed a waiver of compliance with such provisions on a subsequent occasion, nor shall any such waiver imply the waiver of any other provision of this Agreement.
16. Notices. All notices hereunder (i) shall be in writing, (ii) shall be forwarded by one of the following methods: hand-delivery, first-class, certified or registered U.S. mail, Federal Express or other nationally recognized overnight courier service or by fax (followed up by a mailed copy), (iii) shall be effective on receipt and (iv) shall be addressed to the undersigned at the addresses set forth below unless otherwise directed.

If to Vendor:

Magic House ST. Louis Children's Museum
Attention: Elizabeth Fitzgerald
516 South Kirkwood Road
ST. Louis, MO 63122
Phone: 314-822-8900
E-mail: beth@magichouse.org

If to City of Ocala:

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

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

17. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, excluding any Florida choice of law rules, which would have the effect of applying the substantive law of any other jurisdiction. The parties agree to submit solely and exclusively to the jurisdiction of the state and federal courts of the State of Florida to resolve any disputes arising hereunder.
18. 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
19. No Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successor and assigns; provided that this Agreement shall not be assignable or delegable by either party hereto in whole or in part without the express prior written consent of the other party.
20. Relationship of Parties. This Agreement shall not constitute either party an agent or legal representative of the other for any purpose whatsoever and creates no relationship of employment, principal and agent, partnership or joint ventures. Neither party shall have any authority to bind the other or to create any express or implied obligation for the other, and neither party shall hold itself out as having such authority.
21. Severability. This Agreement is intended to be severable. In the event any provision hereof is found by a tribunal of competent jurisdiction to be void, invalid or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall be enforced as if such void, invalid or unenforceable provision or portion thereof had never been contained herein. Furthermore, in the event such a tribunal finds that any provision hereof is overly broad in scope or duration, the tribunal shall have the authority to reform such provision by limiting its scope or duration to the minimum degree required so as to render it enforceable in the circumstances under which it is sought to be enforced
22. Entire Agreement. This Agreement, including all Schedules and attachments thereto, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior negotiations, proposals, notices, representations, circulars, descriptions, understandings and agreements, oral or written, regarding such subject matter. This Agreement may be modified only by an instrument in writing duly executed by an authorized representative of both parties.
23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument, and each of which may be sent by facsimile, which facsimile shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement on

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Barry Mansfield
City Council President

Approved as to form and legality:

The Magic House, St. Louis Children's
Museum:

William E. Sexton, Esq.
City Attorney

Elizabeth Fitzgerald

By: Elizabeth Fitzgerald
(Printed Name)

Title: President
(Title)

Schedule A
To
Traveling Exhibition Rental Agreement

1.	Exhibition Rental Fee	TOTAL AMOUNT:	<u>\$55,000</u>
	Non-refundable deposit	AMOUNT <u>\$2,500</u>	DUE <u>with signed Agreement</u>
	Interim Payment	AMOUNT <u>\$30,000</u>	DUE DATE: 10/5/2025
	Final Payment	AMOUNT <u>\$22,500</u>	DUE DATE: 4/5/2026

2. Schedule of Dates:

Delivery Date:	<u>October 5, 2026</u>
Opening Date:	<u>October 10, 2026</u>
Closing Date:	<u>January 10, 2027</u>
Pick Up Date:	<u>January 14, 2027</u>

Other costs (to be billed to Licensee by The Magic House as incurred):

1. Inbound shipping costs
2. Special equipment if necessary (i.e. Forklift, pallet jack, etc.)

Schedule B
To
Traveling Exhibition Rental Agreement

Description of Service:

1. Exhibition Site: Discovery Center
701 NE Sanchez Avenue, Ocala FL 34470
Curtis Hinnrichs – chinnrichs@ocalafl.gov
2. Shipping, Installation and Dismantling of Traveling Exhibition
 - a. Subject to Licensee's reimbursement obligations, The Magic House agrees to arrange transportation of the Traveling Exhibition to and from the Exhibition Site. The carrier shall "park" the trailer for loading and unloading the Traveling Exhibition within 20 feet of loading dock or designated unloading location for the Exhibition Site.
 - b. Licensee shall be responsible for unloading, unpacking, installation, teardown, re-packing and reloading the Traveling Exhibition according to guidelines outlined in the installation and teardown sections of the Exhibit Manual. Licensee shall provide a minimum of 4 full-time crewmembers during unloading, unpacking, installation, teardown, re-packing and reloading of the Traveling Exhibition. The projected time necessary for unloading, unpacking, and installation of the Traveling Exhibition is 4 full working days; the projected time for teardown, re-packing and reloading is 4 full working days.
 - c. Licensee shall be responsible for the proper storage of all unused Traveling Exhibition components and shipping materials including but not limited to crates, moving blankets, storage bins and installation/teardown supplies for the duration of the License Period.
 - d. Prior to the Opening Date, Licensee shall complete a Condition Report provided by The Magic House on each component of the Traveling Exhibition and send that report to The Magic House within 5 working days of the Opening Date; Licensee shall review and verify the same at the conclusion of the Traveling Exhibition and send that report to The Magic House within 5 working days of the Closing Date.
 - e. The Magic House will provide Licensee with information regarding transfer of the Traveling Exhibition to the next location.
 - f. Licensee shall be responsible for costs incurred to store the Traveling Exhibition if Licensee is unable to accept it at time agreed upon in this agreement or if Licensee needs to relinquish the Traveling Exhibition prior to time agreed upon.

3. Routine maintenance

Routine maintenance of the Traveling Exhibition is the responsibility of Licensee and includes:

- daily checks of all exhibits, regular cleaning and replacement of exhibit consumables according to guidelines outlined in the maintenance section of the Exhibit Manual.
 - occasional touch-up painting on damaged items
 - occasional arranging for local repairs of broken items (cost of repair due to age will be paid by The Magic House; vandalism or damage due to inappropriate handling by Licensee or its visitors will be the responsibility of the Licensee)
 - other minor repairs and maintenance as needed
4. Major maintenance and repairs – The Magic House will coordinate all major maintenance and repairs to the Traveling Exhibition. These repairs may be performed by The Magic House staff, a local agent, and/or arranged, by mutual consent, to be handled by Licensee. Such maintenance and repairs shall be at The Magic House's cost and expense unless necessitated by Licensee's or its visitors' acts or omissions in which event they shall be at Licensee's cost and expense, which such amounts shall be due and payable within seven days after billing by The Magic House.
5. Additional charges – If The Magic House shall provide services over and above those covered under this schedule, whether at the request of Licensee or due to Licensee's breach of any provision of this Agreement, The Magic House shall charge and Licensee shall pay (1) The Magic House staff services at the rate of \$250 per day per staff member required plus per diem and travel expenses; and (2) the invoice amount for other costs and/or services. Such amounts shall be due and payable within seven days after billing by The Magic House.
6. Damage – Licensee shall report any and all damages or losses to the Traveling Exhibition while in Licensee's custody immediately by telephone to The Magic House, Project Manager. Within twenty-four (24) hours of discovery of damage or loss, Licensee shall send a full written statement to The Magic House detailing the extent, time, place, and circumstances of the damage or loss. All damaged materials shall be left as discovered unless Licensee is instructed by The Magic House's Project Manager to proceed otherwise or unless emergency measures are necessary to prevent further damage. The Magic House shall provide Licensee with handling and other instructions for damaged materials within 3 days following telephone notification from Licensee of such damage.
7. Consumables – The Magic House will provide a designated amount of replacement supplies, back-up supplies, loose component pieces, books and consumable items (ie: paper goods). It is the Licensee's responsibility to inventory all supplies upon delivery to

Licensee and when the Exhibition is packed for shipment. Specific consumable items will be refreshed by The Magic House in accordance with the Exhibit Installation Guide. The Licensee is responsible for reading and complying with the Exhibit Installation Guide regarding cleaning and return of excess and damaged items to The Magic House. The Licensee may be charged for any excess damage to custom items that may result from improper packing. If additional consumable items are required by Licensee over and above those provided by The Magic House, Licensee must contact The Magic House immediately. Additional consumable items will be at the Licensee's expense.