



DATE: May 4, 2026

TO: Sara Knizhnik, Chair
Operations Committee

Agenda Item # 12.1

Gina Roberts, Chair
Finance Committee

FROM: Alyssa Firkus
Director of Education

RECOMMENDATION: Recommend approval of a Resolution Approving a Traveling Exhibition Agreement with the Children’s Museum of Pittsburgh for rental of a special exhibition (*I Am Wild: A Charley Harper Exhibit*).

STRATEGIC DIRECTION SUPPORTED: Communication, Education, and Outreach

FINANCIAL DATA: To secure the exhibit reservation, the District would pay a rental fee of \$70,000, payable in installments, as follows: a down payment of \$14,000 by May 15, 2026, an installment payment of \$28,000 in September 2026, and an installment payment of \$28,000 in August 2027 (30 days before exhibit opening). Funding for the initial payments is approved in the FY26 budget in Exhibits Miscellaneous Contractuals, account 14724000-709000-70007.

BACKGROUND: Successful special exhibitions help fulfill the mission of the Bess Bower Dunn Museum of Lake County (the “Dunn Museum”) by “...provide(ing) captivating educational experiences for the benefit of every Lake County resident” while exposing new visitors to the Museum’s permanent collections and galleries.

Under the proposed Traveling Exhibition Agreement, the Dunn Museum would present and display a special exhibition titled “*I Am Wild: A Charley Harper Exhibit*” on loan from the Children’s Museum of Pittsburgh. This special interactive exhibition explores the flora and fauna of six different habitats, including the Desert, Ocean, Rainforest, Sky, Woods and City. The exhibit invites children and families to discover the diversity and interdependency of life in the natural world, fostering an appreciation for its creatures.

A down payment with a signed contract is standard practice for rental exhibitions. The exhibit would be scheduled for display from October 16, 2027 through January 9, 2028.

REVIEW BY OTHERS: Chief Operations Officer, Director of Finance, Exhibitions and Collections Manager, Manager of Board Operations, Corporate Counsel.

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING A TRAVELING EXHIBITION AGREEMENT
WITH THE CHILDREN'S MUSEUM OF PITTSBURGH
FOR RENTAL OF A SPECIAL EXHIBITION**

WHEREAS, the Lake County Forest Preserve District (the "District") owns and operates the Bess Bower Dunn Museum of Lake County (the "Dunn Museum"); and

WHEREAS, the Dunn Museum regularly hosts traveling exhibitions for the pleasure, education, and recreation of the public and to introduce new audiences to the Dunn Museum and its permanent exhibitions; and

WHEREAS, it is in the best interest and serves the purposes of the District to approve a Traveling Exhibition Agreement between the District and the Children's Museum Pittsburgh in substantially the form attached hereto, under which the District would rent from the Children's Museum Pittsburgh the traveling exhibition titled *I am Wild: A Charley Harper Exhibit* (the "Agreement");

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois, THAT:

Section 1: Recitals. The recitals set forth above are incorporated as part of this Resolution by this reference.

Section 2: Approval of Agreement. The Agreement, in substantially the form attached hereto, is hereby approved. The Executive Director, or their designee, is hereby authorized and directed to approve the final form of the Agreement and to execute the final Agreement on behalf of the District.

Section 3: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2026.

AYES:

NAYS:

APPROVED this _____ day of _____, 2026.

Jessica Vealitzek, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

**CHILDREN'S MUSEUM OF PITTSBURGH
I AM WILD: A CHARLEY HARPER EXHIBIT
TRAVELING EXHIBITION AGREEMENT**

PARTIES:

Children's Museum of Pittsburgh
10 Children's Way
Pittsburgh, PA 15212

Lake County Forest Preserves
1899 West Winchester Rd.
Libertyville, IL 60048

("Children's Museum of Pittsburgh")

("Participant")

EXHIBITION: "I Am Wild: A Charley Harper Exhibit"

EXHIBITION SITE: Dunn Museum 1899 West Winchester Rd. Libertyville, IL 60048

EXHIBITION DATES:

Delivery Date:	September 13, 2027
Opening Date:	October 16, 2027
Closing Date:	January 9, 2028
Pick-up Date:	January 13, 2028

The Parties agree to present and display the above-described Exhibition under the terms and conditions of this Agreement.

1.0 EXHIBITION AND BOOKING

- 1.1 The Exhibition shall consist of certain furniture, fixtures, and equipment, as further described in Exhibit A attached hereto. The Exhibition may also include certain consumables, as listed in Exhibit B attached hereto (if applicable).
- 1.2 The Participant's booking of the Exhibition for the Exhibition Dates will be confirmed only when the Children's Museum of Pittsburgh receives Participant's deposit required under Section 2.2 and the Agreement has been signed by both parties.

Note: Shipping activities to be scheduled at a mutually agreeable time, no more than two (2) weeks prior to the Delivery Date listed above. All changes to shipping activities shall be made in writing.

1.3 If the Participant does not accept the Exhibition on the date it is delivered, if delivered on a date provided for by this Agreement, Participant shall be responsible for any resulting holding or storage fees.

2.0 PARTICIPATION FEE

2.1 The Participant agrees to pay a Participation Fee of \$70,000 for the Exhibition. The Participation Fee covers the rental of the Exhibition and a designated amount of consumables (if any), which are listed in Exhibit B attached hereto (if applicable). Once the Participant uses the designated amount of consumables, it is the Participant's responsibility to purchase additional consumables, as set forth in Section 10.3 below. All other fees incurred by the Participant, including incoming shipping (as set forth in Section 3.0 hereof), are the responsibility of the Participant.

2.2 The Participation Fee is payable as follows:

<u>Amount</u>	<u>Due</u>
\$14,000	May 15, 2026
\$28,000	365 before the scheduled Opening Date of the Exhibition
\$28,000	30 days prior to the scheduled Opening Date of the Exhibition along with certificates of insurance as stipulated in section 8.2
\$70,000	Total Participation Fee

2.3 All payments must be received by the due dates set forth in Section 2.2 above. Late payments are subject to an additional charge of the lesser of (i) 1.5% per month or (ii) the highest rate permissible under applicable law, to be prorated for any partial month. The Children's Museum of Pittsburgh reserves the right to refuse delivery of the Exhibition or to have the Exhibition picked up early if all payments are not received by the due dates set forth herein.

3.0 SHIPPING

3.1 Inbound shipping charges for the Exhibition are the responsibility of the Participant. Unless otherwise arranged and noted herein, Participant will be billed separately for incoming shipping charges and shall pay such charges in accordance with the terms of the invoice. The Participant will be provided with quotes from the preferred shipping vendors prior to selection of the shipping vendor. Participant will have the ability to offer an opinion in the selection of the vendor.

3.2 The Exhibition will be delivered to the Exhibition Site designated above. All arrangements for transporting the Exhibition to and from the Exhibition Site will be made by the Children's Museum of Pittsburgh. The Children's Museum of Pittsburgh will work in cooperation with all participants on the tour to determine a shipping schedule that provides adequate time for each participant to unpack, install, take down and pack the Exhibition. The Participant agrees to receive the Exhibition when delivered and to have it repacked and ready to ship by the Pick-up Date specified above by the Children's Museum of Pittsburgh.

- 3.3 Participant shall bear the costs of any special handling needs, including, but not limited to, fork-lift rental, additional ramps, downsizing the load into smaller trucks, or other special requests, and any costs resulting from the Participant not being able to accept, unload, or load the Exhibition at the agreed upon time. The Participant is responsible for unloading and loading the trailers and for providing adequate labor to accomplish this task in a competent and timely manner. The driver(s) of the truck(s) will provide supervisory assistance only.
- 3.4 The Children's Museum of Pittsburgh will use commercially reasonable efforts to deliver the Exhibition on or before the specified Delivery Date as set forth above. However, the Children's Museum of Pittsburgh shall not be responsible for any damages or liability the Participant may incur or suffer as a result of any delay in delivery or failure to deliver the Exhibition due to circumstances beyond the Children's Museum of Pittsburgh's control. The Children's Museum of Pittsburgh is not responsible for any damage to the Exhibition caused during transit.
- 3.5 The Participant is responsible for installing the Exhibition in accordance with the instructions in the Exhibition's Instruction Manual, as provided by the Children's Museum of Pittsburgh, and such installation shall be subject to the reasonable approval of the Children's Museum of Pittsburgh. If the installation of the Exhibition is completed to the Children's Museum of Pittsburgh's satisfaction prior to the scheduled Opening Date as set forth above, the Children's Museum of Pittsburgh may authorize the Participant to open the Exhibition before the scheduled Opening Date. The Children's Museum of Pittsburgh reserves the right to delay the opening of the Exhibition until the Participant meets the obligations set forth in this Agreement to the Children's Museum of Pittsburgh. Once installed, the Exhibition shall not be altered, moved, or relocated from the Exhibition Site without the Children's Museum of Pittsburgh's prior written consent.

4.0 CANCELLATIONS

- 4.1 Participant must notify the Children's Museum of Pittsburgh in writing, via registered mail with return receipt, if it intends to cancel the Exhibition. In the event of such a cancellation, the Participant will be required to pay the applicable Cancellation Fee (inclusive of any deposits/payments previously received) and any shipping, storage and other expenses resulting from or related to the cancellation. The Cancellation Fee shall be deemed by the parties to be liquidated damages and not a penalty.

<u>If Cancelled</u>	<u>Cancellation Fee</u>
365 days or more before scheduled Delivery Date	\$14,000 plus shipping
181-364 days before scheduled Delivery Date	\$28,000 plus shipping
180 days or less before scheduled Delivery Date	\$42,000 plus shipping

- 4.2 In the event Participant cancels the Exhibition scheduled under this Agreement, the Children's Museum of Pittsburgh will use reasonable efforts to find an alternative venue for the Exhibition Dates, or portion thereof. Any revenues received by the Children's Museum of Pittsburgh as a participation fee for an alternate venue (less costs incurred by the Children's Museum of Pittsburgh in procuring such alternate venue), will be credited against

the Cancellation Fee owed by Participant to the Children's Museum of Pittsburgh under Section 4.1. Notwithstanding the foregoing, the Children's Museum of Pittsburgh shall have no obligation to procure an alternative venue for any cancellation of the Exhibition, and Participant shall have no right to any reduction of the Cancellation Fee if the Children's Museum of Pittsburgh fails to procure an alternative venue for the Exhibition. Children's Museum of Pittsburgh shall not be obligated to enter into a contract with any potential participant suggested by Participant.

- 4.3 In the event that the Children's Museum of Pittsburgh determines, for any reason, that it is no longer safe or feasible to travel the Exhibition, the Children's Museum of Pittsburgh shall have the right to cancel the tour. Children's Museum of Pittsburgh shall not be held responsible for any costs incurred by the Participant in preparation for the Exhibition in the event the tour must be cancelled. If the Children's Museum of Pittsburgh cancels the tour, as much advance notice as possible will be given, and any deposits/payments received will be returned to the Participant. No interest will be paid by the Children's Museum of Pittsburgh on refunded deposits/payments.

5.0 PURPOSE

- 5.1 The Exhibition is a direct extension of the Children's Museum of Pittsburgh's objective to provide to the public educational enrichment programs for children through informative exhibits. Therefore, the Exhibition is to be used for educational purposes only. No commercial use may be made of the Exhibition. No fees, other than general admission fees, may be charged for entrance to the Exhibition without prior written approval from the Children's Museum of Pittsburgh.
- 5.2 Public access to the Exhibition must not be denied to anyone on the basis of race, color, creed, religion, sex, national origin, status with regard to public assistance, disability, age, sexual orientation or status as a special disabled, Vietnam era, or other covered veteran.
- 5.3 The Exhibition must be presented separately and in its entirety at the Exhibition Site indicated in this Agreement. Participant must obtain prior written approval from the Children's Museum of Pittsburgh, which approval may be withheld in the sole discretion of the Children's Museum of Pittsburgh, in order to show the Exhibition at an alternate location or at more than one location during the Exhibition Dates.
- 5.4 The Participant shall ensure that no other children's brands are included or promoted within the exclusive space dedicated to the Exhibition.
- 5.5 The Children's Museum of Pittsburgh has the sole right to determine the content of the Exhibition. No supplemental material may be added to nor components removed from the Exhibition without prior written approval from the Children's Museum of Pittsburgh. The Participant will be notified should the Children's Museum of Pittsburgh determine that it is necessary to remove a certain object(s) from the Exhibition. The Participant shall, upon receipt of such notification, remove the object(s) identified in such notice. If appropriate, the Children's Museum of Pittsburgh shall exercise commercially reasonable efforts to find a replacement for the removed object(s).

6.0 INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Participant acknowledges that the Exhibition may contain certain names, symbols, designs, artwork, characters, illustrations, logos, trademarks, service marks, or other intellectual property, rights to which belong to or are licensed by The Charley Harper Studio (collectively, the “**CHS Intellectual Property**”) and licensed to the Children’s Museum of Pittsburgh in connection with this Exhibition under a separate agreement. All rights in and to the CHS Intellectual Property are hereby expressly reserved to The Charley Harper Studio or its licensors without restriction. Participant shall not modify, delete, obliterate or otherwise alter the use or appearance of any portion of the Exhibition containing CHS Intellectual Property.
- 6.2 The Participant acknowledges that portions of the Exhibition may use trademarks, logos, artwork, film footage, photographs, renderings, props, models and other Property belonging or licensed to the Children's Museum of Pittsburgh (together, the “**CMP Intellectual Property**”). All rights in and to the CMP Intellectual Property are hereby expressly reserved to the Children's Museum of Pittsburgh or its licensors without restriction. Participant shall not modify, delete, obliterate or otherwise alter the use or appearance of any portion of the Exhibition containing CMP Intellectual Property.
- 6.3 Participant shall install and display the Exhibition exactly as authorized and directed by the Children's Museum of Pittsburgh. The Exhibition has been approved by The Charley Harper Studio in its present form only. Customized additions to gallery décor or signage are available upon Participant’s request, subject to the design and approval of the Children’s Museum of Pittsburgh. No other additions or modifications of any kind including but not limited to signage, gallery décor and/or displays are otherwise allowed. The Participant may not make any use of images, objects, artwork or characters other than as expressly authorized in this Agreement.
- 6.4 In the event of any violation of this Section 6, the Children's Museum of Pittsburgh has the right to terminate Participant’s use of the Exhibition, in addition to such other remedies as may be available to the Children's Museum of Pittsburgh. If a remedy is available and approved by the Children’s Museum of Pittsburgh, the Participant will have seven (7) days to correct the violation and notify the Children’s Museum of Pittsburgh for approval.

7.0 SECURITY

The Participant must provide security for the Exhibition throughout the Exhibition Dates, commencing with the time the Exhibition is delivered to Participant through the date of pick-up at the Exhibition Site, including all interim phases of handling, installation and display. The Participant agrees to take all necessary measures to provide a safe and secure environment for the Exhibition and to provide all fire precautions as required by law or local ordinance.

8.0 INSURANCE

- 8.1 The Exhibition is to be fully insured by the Participant for all causes of loss including but not limited to the perils of fire, theft, and flood, while it is on display. The Exhibition shall be insured under such policy for no less than 100% of the replacement cost of the Exhibition. The replacement cost is \$1,000,000. The Participant shall assume all risk of damage and or loss to the Exhibition and all parts thereof while in the care, custody, and control of the Participant. In connection with the said policies maintained by the Participant hereunder, Children's Museum of Pittsburgh and The Charley Harper Studio shall be named as additional insured and shall be entitled to the proceeds of such insurance, as its interest may appear.
- 8.2 In addition, the Participant shall obtain and maintain from the time the Exhibition is in their care, custody and control until the Exhibition leaves the Participant's loading dock on the Pick-up Date at the Participant's sole expense, the following insurance coverages:
1. **Workers Compensation** as required by the State of Illinois and in the amounts sufficient to secure the benefits of the Illinois Workmen's Compensation Law for all its employees.
 2. **Employers Liability** with Limits of \$100,000 each accident, \$500,000 each disease, \$100,000 each employee policy limit.
 3. **Commercial General Liability with \$2,000,000 in CGL and \$4,00,000 aggregate.**
 4. **Automobile Liability** for all owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage.

The Participant must name the Children's Museum of Pittsburgh, including all the Children's Museum of Pittsburgh's directors, officers, employees, agents and representatives as well as The Charley Harper Studio as additional insured. The additional insured status shall apply to the Workers Compensation policy, the Commercial General Liability policy, and the Umbrella. Additional insured coverage as required in this Agreement shall apply as primary insurance with respect to any other insurance afforded to Children's Museum of Pittsburgh.

Each such policy shall require that the Children's Museum of Pittsburgh receive, or that the insurer shall endeavor to provide, at least thirty (30) days written notice prior to any cancellation amendment or endorsement thereof. At least thirty (30) days prior to the scheduled Delivery Date, the Participant shall furnish Children's Museum of Pittsburgh with certificates of insurance giving evidence that the required insurance coverage is in force and full effect.

- 8.3 The Participant agrees to notify the Children's Museum of Pittsburgh and The Charley Harper Studio immediately of any damage or theft that occurs while the Exhibition is in the Participant's possession and assumes liability for any liability to the Children's Museum of Pittsburgh or The Charley Harper Studio which may arise because of the Participant's failure to provide such notice.
- 9.0 SET-UP AND TAKE-DOWN**
- 9.1 Participant shall be responsible for all set-up, installation and take-down of the Exhibition, pursuant to the instructions in the Exhibition's Instruction Manual. A minimum of three (3)

qualified staff members shall be provided by the Participant for such purposes. Only staff knowledgeable in the handling of exhibitions should be used in the set-up, installation and take-down of the Exhibition. For the avoidance of doubt, the Children's Museum of Pittsburgh will not provide any on-site set-up support or take-down support to Participant. If nonetheless such support is requested by the Participant, the Participant will be charged separately for such support in accordance with the Children's Museum of Pittsburgh's then-current rates.

- 9.2 A loading dock or forklift will be required to load and unload the Exhibition crates. The Participant will be notified in advance of delivery of the Exhibition should any additional special equipment be required for the safe unloading, installation and/or take-down of the Exhibition.
- 9.3 Upon delivery of the Exhibition, the Participant agrees to store the crates, carts and other packing material in a safe and secure environment, protected from exposure to the weather or other circumstances that could result in damage to the crates and/or packing materials. The Participant will be held responsible and accountable for any damage to and/or loss of the Exhibition crates and carts. If damage does occur, the Participant must notify the Children's Museum of Pittsburgh.
- 9.4 The Participant is responsible for packing the Exhibition correctly as per the instructions in the Exhibition's Instruction Manual. If, due to improper packing procedures, any part of the Exhibition is damaged while in transit to the next Exhibition site, the Participant is responsible for any resulting repair costs, not to exceed full replacement value of the Exhibition.

10.0 MAINTENANCE

- 10.1 Due to the interactive nature of the Exhibition, daily maintenance and care must be provided. Some components will require daily start-up and shut-down procedures including, but not limited to, the daily cleaning and/or adjusting of components to remain in proper working order. The Participant agrees to make available at least one (1) staff member with expertise in maintaining exhibits and mechanical equipment of the type included in the Exhibition. The Participant shall maintain and care for the Exhibition in accordance with the Exhibition's Instruction Manual.
- 10.2 The Participant shall inspect the Exhibition at least once each day and report any problems to the Children's Museum of Pittsburgh. Participant will maintain the display at its own expense, including the replacement of lights, janitorial services and minor repairs as necessary to maintain the Exhibition in good working order. The Participant shall ensure that all repairs and replacements are done in coordination with the Children's Museum of Pittsburgh and that such repairs/replacements return each component to be repaired or replaced to its original condition and value. Unauthorized repairs or modifications will not be permitted. The Children's Museum of Pittsburgh will, at its cost, provide service and maintenance for major breakdowns of the Exhibition or its components, where repair and replacement costs are estimated to exceed Five Hundred and 00/100 Dollars (\$500.00). The Children's Museum of Pittsburgh's obligations under this provision assumes normal,

reasonable operation and care by the Participant's staff and visitors. Any maintenance or repair caused by other than normal operation will be the responsibility of the Participant.

- 10.3 The Children's Museum of Pittsburgh may provide a designated amount of consumables and a single replacement set of props, as set forth in Exhibit B. It is the Participant's responsibility to inventory all props and component pieces upon delivery to Participant and when the Exhibition is packed for shipment. Any supplies required by Participant over and above those provided will be at the Participant's expense and will be invoiced to Participant.
- 10.4 The Participant shall maintain the cleanliness and good appearance of the Exhibition at all times. The Participant is responsible for thoroughly cleaning the Exhibition prior to opening to the public and at the close of the display of the Exhibition prior to packing.
- 10.5 If the Children's Museum of Pittsburgh deems it necessary, Participant must allow representatives of the Children's Museum of Pittsburgh to refurbish components of the Exhibition that are beyond the maintenance expectations of the Participant. Participant must reasonably accommodate repair technicians from the Children's Museum of Pittsburgh as needed. Some repairs may require individual components to be closed off to visitors for a limited amount of time. Such time would be coordinated in the best interests of the Participant and the Children's Museum of Pittsburgh, without any reduction in the Participation Fee.
- 10.6 No components, props or other materials provide by the Children's Museum of Pittsburgh as part of the Exhibition will become the property of the Participant upon conclusion of the Exhibition.

11.0 CONDITION REPORT

The Exhibition will be examined by the Participant during the set-up and take-down period at the Exhibition Site. A condition report will be completed by the Participant and provided to Children's Museum of Pittsburgh within three (3) days after completion of installation of the Exhibition and again within three (3) days of the Closing Date. Venue information, including attendance numbers and media impressions, will be recorded and compiled into a Final Report by the Participant and provided to the Children's Museum of Pittsburgh within thirty (30) days after the close of the Exhibition. Templates for the Condition and Final Reports will be distributed to the Participant in the Exhibition Instruction Manual.

12.0 STAFFING

Staffing of the Exhibition is the responsibility of the Participant. A minimum of one (1) guide must be provided by the Participant during hours the Exhibition is open to the public. During peak Exhibition hours, additional guides are strongly advised. All staff and employees that work with/on the Exhibition must meet standards set forth by the Participant.

13.0 SITE REQUIREMENTS

A minimum of 2,000 square feet is required to display the Exhibition. The Exhibition will require 110 power/100 amp electrical service. Further specifics regarding site requirements will be provided to Participant in advance of delivery of the Exhibition.

14.0 ADVERTISING/PUBLICITY/PROMOTION

- 14.1 Ninety (90) days in advance of the opening of the Exhibition, the Children's Museum of Pittsburgh will provide the Participant with all advertising, press and promotional materials that have been approved by the Children's Museum of Pittsburgh, that will include examples of press and public service announcements, an exhibition fact sheet and camera-ready Exhibition artwork and logos. No changes may be made to any approved materials without the prior written consent of the Children's Museum of Pittsburgh.
- 14.2 Photographing, videotaping, recording and any other copying or reproduction of the Exhibition or any part thereof, is strictly prohibited unless specifically and solely for the Participant's reasonable publicity and promotional purposes in connection with the Exhibition. Participant may permit the public to photograph the contents and elements of the Exhibition for personal, non-commercial uses.
- 14.3 The Children's Museum of Pittsburgh shall have the right to approve all advertising, publicity releases, display and promotional efforts and materials (including brochures, invitations, flyers, etc.) developed by the Participant or its agents, (the "**Participant Promotional Materials**"). Participant shall submit to the Children's Museum of Pittsburgh all concepts, designs, layout and text, as well samples of any proposed Participant Promotional Materials giving the Children's Museum of Pittsburgh at least fifteen (15) days to review and approve such Participant Promotional Materials. The Children's Museum of Pittsburgh shall have the right, at its sole discretion, to approve or disapprove any plans or material submitted; provided however, that if the Children's Museum of Pittsburgh disapproves any such plans or materials, the Children's Museum of Pittsburgh shall explain the basis for such disapproval and, if feasible, offer suggested changes. If the Children's Museum of Pittsburgh notifies Participant that it disapproves such plan or material, or does not notify Participant within fifteen (15) days of the Participant's submission, that any such plan or material has been approved, such plan or material will be deemed disapproved and the Participant may not proceed to use it. Notwithstanding the foregoing, additional review and approval of any Participant Promotional Materials may be required by The Charley Harper Studio.
- 14.4 Participant agrees to use the official *I Am Wild: A Charley Harper Exhibit* logo as provided by the Children's Museum of Pittsburgh in all signage, news and publicity releases, advertisements, printed materials (brochures, invitations, flyers, etc.) and any other communications related to the Exhibition.
- 14.5 All signage, news and publicity releases, advertisements, printed materials, brochures, invitations, flyers, etc. and any other communications or promotional materials related to the Exhibition must state that *I Am Wild: A Charley Harper Exhibit* was created by the Children's Museum of Pittsburgh in partnership with The Charley Harper Studio.

14.6 No later than thirty (30) days after the closing of the Exhibition, Participant agrees to supply the Children's Museum of Pittsburgh with copies of all signage, new and publicity releases, advertisements, printed materials, brochures, invitations, flyers, etc. and any other communications that Participant has produced that are related to the Exhibition.

15.0 CREDIT

15.1 The Participant agrees to ensure that the Children's Museum of Pittsburgh and The Charley Harper Studio are properly credited in all publicity and communications relating to the Exhibition. The following credit line, or a similar credit line approved in advance by the Children's Museum of Pittsburgh must appear on all printed material relating the Exhibition: *I Am Wild: A Charley Harper Exhibit* was created by the Children's Museum of Pittsburgh in partnership with The Charley Harper Studio Additional credit line guidelines will be included in the general promotional materials provided as set forth in Section 14.5 hereof.

16.0 SPONSORSHIPS/PARTNERSHIPS

16.1 The Children's Museum of Pittsburgh shall have the right to enter into an agreement with one or more sponsors for national sponsorship rights in connection with the Exhibition. The Participant agrees to accept any national sponsor designated by the Children's Museum of Pittsburgh and grant to such sponsor rights that shall include (but are not limited to) inclusion in a pre-exhibition press conference; the right to hold an Exhibition reception party at the sponsor's expense; the national sponsor's name on handbills, all on-site and off-site advertising as it relates to the Exhibition, and all materials created in connection with the Exhibition, including, without limitation, all advertising and marketing materials, and press releases. The national sponsor's name shall be prominently displayed in the Exhibition.

16.2 Participant shall have the right to enter into agreements with one or more local sponsors of the Exhibition provided the local sponsors are approved in writing in advance by the Children's Museum of Pittsburgh and The Charley Harper Studio. The Participant shall provide a prospect list at least one hundred eighty (180) days prior to the Opening Date. The Children's Museum of Pittsburgh and The Charley Harper Studio will review and comment on, including denials, within thirty (30) days of receipt of the list. The Participant will provide any changes or additions to the list immediately upon identifying new potential sponsors. Children's Museum of Pittsburgh reserves the right to approve or deny local sponsor(s).

17.0 LIABILITY

17.1 The Children's Museum of Pittsburgh agrees to indemnify and to hold harmless the Participant from and against all damages, claims, suits, or other legal proceedings arising from or attributed to negligent or otherwise improper design or construction of the Exhibition by the Children's Museum of Pittsburgh, improper or negligent maintenance

or repair of the Exhibition while in the Children's Museum of Pittsburgh's possession. The Participant agrees to indemnify, defend and to hold harmless the Children's Museum of Pittsburgh from and against any and all damages, claims, suits or other legal proceedings arising from or attributed to negligent or improper installation, maintenance, operation or display of the Exhibition by the Participant, Participant's staff or visitors, or violation of third party rights, including, but not limited to, as a result of any unauthorized creation, use, display or modification of the Exhibition or advertising or publicity materials relating to the Exhibition.

- 17.2 The Children's Museum of Pittsburgh will make commercially reasonable efforts to assure prompt delivery of the Exhibition. However, the Children's Museum of Pittsburgh cannot be responsible for damages, financial or otherwise, incurred by the Participant as a result of delay in delivery or failure to deliver the Exhibition due to circumstances beyond its control.

18.0 THE CHILDREN'S MUSEUM OF PITTSBURGH CONTACT

All questions and/or requests for information regarding this Agreement should be directed to Anne Fullenkamp, Senior Director of Creative Experiences, (412) 322-5058 EXT. 222. Any changes made to this Agreement must be made in writing in accordance with Section 21 below and sent via registered mail, return receipt to: Anne Fullenkamp, Children's Museum of Pittsburgh, 10 Children's Way, Pittsburgh, PA 15212. Please forward signed Agreement and all checks to the Children's Museum of Pittsburgh, attention: Accounts Payable Department.

19.0 GOVERNING LAW

This Agreement shall be governed by and in accordance with the laws of the Commonwealth of Pennsylvania, and all claims, disputes, and other matters in question between the Children's Museum of Pittsburgh and the Participant arising out of or relating to this Agreement shall be venued in state or federal courts located in Pittsburgh, Pennsylvania.

20.0 DISPUTE RESOLUTION

In the event of any dispute, claim, question or disagreement arising from or relating to this Agreement or the breach thereof, the Parties shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims questions or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

21.0 THIRD PARTY BENEFICIARY

Solely for the purpose of Sections 6, 8, 14, 15, and 16.2 of this Agreement, The Charley Harper Studio is a third-party beneficiary to this Agreement and is entitled to the rights and benefits thereunder and may enforce such provisions as if it were a party hereto.

22.0 ENTIRE AGREEMENT; AMENDMENTS

This Agreement, together with any exhibits or schedules attached thereto, constitutes the entire agreement between the parties hereto with respect to the subject matter contained in this Agreement and supersedes all prior agreements, understandings and negotiations between the parties. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

23.0 SEVERABILITY

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction or arbitration panel or mediation procedure to be in conflict with the laws, rules and/or regulations of the United States or the Commonwealth of Pennsylvania, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstances, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby to the extent the remainder of the terms, covenants, conditions or provisions of this Agreement are capable of execution.

24.0 SIGNATURES

This Agreement sets forth the terms and conditions under which the Children's Museum of Pittsburgh agrees to loan the Exhibition to the Participant and reflects the entire understanding of the parties regarding the subject matter of this contract. Each party agrees to keep the terms and conditions contained in this Agreement confidential, and agrees not to disclose said terms and conditions to any third parties other than its representatives.

[Signature page follows]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

CHILDREN'S MUSEUM OF PITTSBURGH

By: _____
Authorized Signature

Dated: _____

Jane Werner, Executive Director
Children's Museum of Pittsburgh
10 Children's Way
Pittsburgh, PA 15212

Approved by Museum Finance Department

By: _____
Authorized Signature

Dated: _____

Christine Koebly
Senior Director of Finance and Administration

PARTICIPANT: Lake County Forest Preserves

By: _____
Authorized Signature

Dated: _____

Name and Title

PARTICIPANT ADDRESS

1899 West Winchester Road
Libertyville, Illinois 60048

Exhibit A

List of Exhibition Components

- (6) Habitat Kiosks
- Woodland Ball Run
- Art Studio
- Canopy Calliope
- Ocean Races
- View Finder
- Be Wild Play Area
- Symmetry Table
- Hiding in Plain Sight
- Rainforest 3D puzzle
- (24) Framed Artwork
- Biomes Map Table
- Black-Beary Jam Table

Exhibit B

List of Consumables

- Pencils
- Colored pencils
- White Computer paper
- Small plastic animals