General Offices 1899 West Winchester Road Libertyville Illinois 60048 Telephone 847-367-6640 Fax 847-367-6649

LAKE COUNTY FOREST PRESERVES
www.LCFPD.org

Preservation, Restoration, Education and Recreation

DATE: March 2, 2020

TO: Jessica Vealitzek, Chair
Operations Committee

Terry Wilke, Chair
Finance Committee

FROM: Nan Buckardt
Director of Education

RECOMMENDATION: Recommend approval of a Resolution authorizing the District to enter into an agreement with Alex Ross for the traveling exhibition *Marvelocity: The Art of Alex Ross*.

STRATEGIC DIRECTION SUPPORTED: Organizational Sustainability

FINANCIAL DATA: Startup cost to prepare for the traveling exhibition will be approximately $10,000.00. The District will charge a weekly license fee to other venues to host the exhibition from which the Artist will receive a 20% commission for use of his artwork in the exhibition. If the exhibition travels to three venues per-year, the District projects to earn over $40,000.00 in net revenue annually.

BACKGROUND: In 2019, the Bess Bower Dunn Museum of Lake County ("Dunn Museum") curated an original exhibition of artwork from local artist Alex Ross, highlighting his career as an illustrator for Marvel Comics. The exhibition was based on the book "Marvelocity, The Marvel Comics Art of Alex Ross" (Pantheon, 2018). After the successful run of the exhibition, District staff discussed with Mr. Ross's representative the idea of having the Dunn Museum coordinate a multi-year traveling Marvelocity exhibition. The Agreement would allow District staff to promote the availability of the exhibition and coordinate the logistics of the tour. The Agreement has a six-year term, with an opt-out clause after years four and five should either party wish to terminate that Agreement early.

REVIEW BY OTHERS: Executive Director, Chief Operations Officer, Director of Finance, Director of Education, Superintendent of Educational Facilities, Corporate Counsel.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR MARCH MEETING
MARCH 10, 2020

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **OPERATIONS COMMITTEE** and **FINANCE COMMITTEE** present herewith "A Resolution Approving an Exhibition Agreement with Alex Ross" and requests its approval.

OPERATIONS COMMITTEE:

Date: 3-2-2020 ☐ Roll Call Vote: Ayes:____ Nays:____

☒ Voice Vote Majority Ayes; Nays: 0

FINANCE COMMITTEE:

Date:_____ ☐ Roll Call Vote: Ayes:____ Nays:____

☐ Voice Vote Majority Ayes; Nays:____

LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS

A RESOLUTION APPROVING AN EXHIBITION AGREEMENT WITH ALEX ROSS

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, in 2019, the Dunn Museum curated an original exhibition titled *Marvelocity: The Art of Alex Ross* (the "Exhibition"); and

WHEREAS, the Exhibition featured original artwork from the career of Marvel Comics illustrator Alex Ross (the "Artist"); and

WHEREAS, the District and the Artist desire to create a traveling version of the Exhibition that would be exhibited at other museums, galleries, universities, and other venues (each, a "Venue" and collectively, the "Venues"); and

WHEREAS, it is in the District's best interest to enter into an agreement for the traveling Exhibit with the Artist in substantially the form attached hereto (the "Exhibition 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 a part of this Resolution by this reference.

Section 2. Approval of Exhibition Agreement. The Exhibition Agreement is hereby approved in substantially the form attached hereto.

Section 3. Execution of Exhibition Agreement. The Executive Director of the District is hereby authorized and directed to execute the Exhibition Agreement.

Section 4. 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 _____, 2020

AYES:

NAYS:

APPROVED this ____ day of _____, 2020

_____
Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

_____
Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

Lake County Forest Preserve District

Bess Bower Dunn Museum of Lake County
Exhibition Agreement

The **Lake County Forest Preserve District**, 1899 West Winchester Road Libertyville, Illinois, 60048 (the "District") and **Alex Ross**, 3215 Potter Road Glenview, Illinois 60026 (the "Artist") enter into this Exhibition Agreement (the "Agreement") as of the 10th day of March, 2020 ("Effective Date"), and hereby agree as follows:

1. Purpose. Artist hereby agrees to entrust the artwork listed on the Schedule of Artwork attached hereto and incorporated herein (the "Artwork") with the District to design and produce a traveling exhibition (the "Exhibition") managed by the District through the Bess Bower Dunn Museum of Lake County, which is owned and operated by the District (the "Museum"), for installation and display of the Artwork at museums, galleries, universities, and other venues (each, a "Venue" and collectively, the "Venues").

2. Term; Management of Exhibition. The term of this Agreement shall commence on the Effective Date and expire on the sixth (6th) anniversary of the Effective Date, unless (a) either party sends the other party written notice of termination at least ninety days before (1) the fourth (4th) anniversary of the Effective Date, in which case this Agreement will expire on the fourth (4th) anniversary or (2) the fifth (5th) anniversary of the Effective Date, in which case this Agreement will expire on the fifth (5th) anniversary (the "Term") or (b) otherwise earlier terminated as provided herein. Artist hereby grants to the District (a) the right to install and display the Artwork in a Venue or Venues, or allow others to do so, during the Term; (b) the irrevocable right to use, for non-commercial purposes, images of the Artwork in materials about or relating to the Exhibition of the Artwork, the Venue, the Museum, or the District (the "Promotional Material") and to allow others to do so, in all media now known or later developed and including without limitation the Internet and World Wide Web; and (c) the irrevocable right to use Artist's name, photograph, likeness, and biography in connection with the District's exercise of rights under this Agreement.

3. Delivery and Acceptance of Schedule of Artwork. Within 30 days after the Effective Date, Artist shall deliver a completed Schedule of Artwork to the Museum. Within ten (10) days after it receives the completed Schedule of Artwork, the District shall either (a) approve the Schedule of Artwork, by executing it or (b) object to the Schedule of Artwork, by sending Artist written notice of same. If the District neither executes nor objects to the Schedule of Artwork within such 10-day period, then it will be deemed to have accepted the Schedule of Artwork. If the parties do not reach agreement on a Schedule of Artwork within 60 days after the Effective Date, either party may terminate this Agreement.

4. Delivery of Artwork. Within 60 days after the Effective Date, Artist shall deliver the Artwork to the Museum. Unless otherwise agreed upon, all Artwork must be ready for exhibition (including mat, mount or frame, and wiring) upon delivery to the Museum. The District shall provide professional labels to accompany the Artwork and Artist shall provide content for the labels in advance of installation, according to a timetable established by the District. The risk of loss of the Artwork will be with Artist through and until the Artwork has been delivered to the Museum (with respect to initial delivery), and again through and until the Artwork has been delivered from the Museum back to Artist (following the expiration or earlier termination of this Agreement).

5. Security and Insurance. While the Artwork is in the District's possession, the District shall exercise reasonable and ordinary care to prevent the loss, theft, or damage of the Artwork and will provide insurance to cover the replacement value of the Artwork. The District will require all Venues to provide insurance to cover the replacement value of the Artwork while the Artwork is in transit, or in the possession of the Venue.

6. Ownership and Copyright. All copyright and reproduction rights of the Artwork, as well as the ownership of the physical Artwork, are the property of and reserved to Artist. Except for Promotional Material, the District shall not, and shall not allow any third party to, copy or modify, directly or indirectly, any of the Artwork, without Artist's written consent.

7. Right to Display Artwork. Artist represents and warrants that (a) Artist has all right, title and authority to (i) display the Artwork for public exhibition, (ii) entrust with and grant to the District the right to display the Artwork for public exhibition, and (iii) enter into this Agreement, (b) the display of the Artwork as contemplated by this Agreement will not violate the intellectual property rights of any third party, (c) nothing in the Artwork defames any person or entity, and (d) Artist's entering into and granting of rights to display the Artwork under this Agreement will not constitute a breach or default under any agreement to which Artist is a party or by which the Artwork or any component part thereof is bound. Artist shall indemnify, hold harmless, and defend the District and its Board of Commissioners, employees, and agents, from and against all damages, liabilities, losses, costs, or expenses arising from or relating to any claim or assertion that Artist has breached his warranties, covenants or obligations under this Agreement.

8. Marketing. The District may provide, or allow others to provide, marketing efforts that the District deems appropriate to support the Exhibition, including through Promotional Materials. Artist may promote the Exhibition through additional Promotional Materials, at no cost to the District, if Artist has first obtained the District's written approval of such Promotional Materials, which approval may include, without limitation, a requirement that Artist use District logos provided by the District. Artist may use the District's logos and trademarks solely in connection with Promotional Materials for the Exhibition.

9. Payment. The District shall pay Artist twenty percent (20%) of each license fee that a Venue pays to the District to host the Exhibition. Payment will be made to Artist within thirty days (30) after the District has received payment in full from the Venue.

10. Understanding. This Agreement contains the full understanding between the parties hereto with respect to the subject matter hereof, and may only be modified by a written instrument signed by both parties. It shall be governed by the laws of the State of Illinois.

11. Termination. The District may terminate this Agreement for any reason on thirty (30) days' written notice to Artist. Promptly following the expiration of the Term or the earlier termination of this Agreement, Artist shall remove the Artwork from the Museum at his sole cost.

District and Artist execute this Agreement as of the date first written above.

_____ _____

Signature of Artist Date

_____

Print Name

_____ _____

Signature of authorized District representative Date

_____

Print Name