



miami children's museum

**EDUCATIONAL EXHIBITION AGREEMENT
between**

MIAMI CHILDREN'S MUSEUM, INC.

and

THE CITY OF PEMBROKE PINES

{00154190.1 1956-7601851}
Date:

1.0 Introduction

- 1.1 This Educational Exhibition Agreement (the "Agreement") is entered into as of (the "Effective Date"), by Miami Children's Museum, Inc., a Florida not-for-profit corporation ("MCM") and the City of Pembroke Pines ("Participant"). MCM desires to grant to Participant, under the strict and express terms, conditions, restrictions and limitations set forth in this Agreement, the permission to allow Participant to display the Wizard of Oz Educational Exhibition depicted in Exhibit A attached to this Agreement (the "Wizard of Oz Exhibition" or "Educational Exhibition").
- 1.2 The Participant's booking of the Educational Exhibition for the Exhibition Dates (defined below) will be confirmed only when MCM receives Participant's deposit required under Section 3.1 and the Agreement has been fully executed and delivered by both parties.
- 1.3 The participant may use and publicly display (but not modify in any manner) the Educational Exhibition for the sole purpose of exhibiting the Educational Exhibition at Participant's facility located at the Frank C. Ortis Art Gallery and Exhibition Hall located at 601 City Center Way, Pembroke Pines, FL 33025 (hereinafter referred to as the "Location"), from until no later than (the "Exhibition Dates"). *Note: Delivery and pick-up dates are approximate; exact dates will be given closer to the time of the scheduled exhibition, but in no event later than two (2) weeks in advance of the actual delivery date.*
 - 1.3.1 If installation of the Educational Exhibition is completed to MCM's satisfaction and in strict accordance with this Agreement prior to the first scheduled Exhibition Date, MCM may, in its sole discretion, authorize the Participant to open the Educational Exhibition before the scheduled opening date.

2.0 Purpose

- 2.1 The Educational Exhibition is a direct extension of MCM's objective to provide to the public educational enrichment programs for children through informative exhibits. Therefore, the Educational Exhibition is to be used for educational purposes only. No commercial use may be made of the Educational Exhibition. No fees, other than general admission fees, may be charged for entrance to the Educational Exhibition.
- 2.2 Public access to the Educational 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.

- 2.3 The Educational Exhibition must be presented separately and in its entirety at the Location indicated in this Agreement. The Participant must secure prior written approval from MCM if the Educational Exhibition is to be shown at an alternate location or more than one location during the Exhibition Dates.

3.0 Fee Structure

The Participant agrees to pay a participation fee of \$65,000 (the "Participation Fee") for the Educational Exhibition, which amount is exclusive of shipping and installation costs, which are approximately \$1,750.00, and for which a total price will be provided to Participant before the execution of this Agreement, all of which shall be paid by the Participant. The Participation Fee is payable as follows:

- 3.1 The Participation Fee is payable as follows:

Schedule of Payments

\$5,000	upon submission of signed Agreement (<i>Non-refundable deposit required to confirm the booking for the Exhibition Dates</i>)
\$15,000	December 2017
\$15,000	March 2018
\$30,000	Sixty (60) days before Educational Exhibit opening

- 3.2 Approval/Quality Control. Participant shall submit to MCM, for MCM's prior review and written approval or disapproval, any and all proposed uses of the exhibit which Participant desires to make hereunder. Without limiting the generality of the foregoing, each of the following shall be subject to MCM's prior review and written approval or disapproval: (i) advertising and promotional material used by Participant in conjunction with the Pirate Educational Exhibition (collectively, the "Promotional Materials"); and (ii) each item of Educational Material (defined below). All materials shall be faithfully and accurately reproduced, be of good quality in design, graphics, appearance and taste. Any approval granted hereunder, or under any other provision of this Agreement, in order for such approval to be deemed given or effective, must be (a) in writing and (b) signed by appropriate officers of MCM. MCM's approval or consent to any item or matter under this Agreement may be granted or withheld in the sole discretion of MCM, unless otherwise expressly provided. Participant shall not make any use of the Property, Educational

Exhibition, or any other right or license granted by MCM under this Agreement, which is not preapproved in writing by MCM as set forth in this Agreement. Participant shall submit two (2) samples to MCM (at no cost to MCM) of any and all Promotional Materials, Educational Materials, and such other tangible items as may be requested by MCM that may be developed by Participant with respect to the Educational Exhibition or subject matter of this Agreement.

- 3.3 MCM agrees to use commercially reasonable efforts to notify Participant in writing of its approval or disapproval of any materials submitted to MCM within twenty (20) business days after MCM's receipt of such materials. MCM's failure to respond within such twenty (20) business day's period shall be deemed disapproval by MCM. MCM shall have the right to approve or disapprove any request by Participant hereunder in its sole discretion.
- 3.4 MCM shall provide Participant with certain Promotional Materials and Educational Materials which have been previously approved by MCM. Participant may use any of these materials in conjunction with the Educational Exhibition. Should unique situations arise that cannot be fulfilled by the Promotional Materials and Educational Materials supplied by MCM, Participant shall deliver proposed new or adapted Promotional Materials or Educational Materials to MCM for review.
- 3.5 Participant shall install and display the Educational Exhibition exactly as authorized and directed by MCM. Participant shall prominently display the following credit line at the Educational Exhibition, and in any Promotional Materials and Educational Materials: The Educational Exhibition was created by Miami Children's Museum.

4.0 Indemnification / Liability

- 4.1 To the extent that personal property is placed on the Premises, it is at MCM's sole risk. MCM shall indemnify and hold harmless Participant, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees and appellate fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the MCM or its officers, employees, agents, vendors, subcontractors, or independent contractors, excepting only such loss of life, bodily, or personal injury, or property damage solely attributable to the negligence or misconduct of Participant, or its elected or appointed officials, agents, and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof. Nothing in this Agreement shall be considered a waiver of Participant's sovereign immunity provided in Section.

768.28, Florida Statutes and this section shall survive termination of this Agreement.

5.0 Insurance

5.1 General Insurance Provisions.

- 5.1.1 The MCM shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the Participant nor shall the MCM allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.
- 5.1.2 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the Participant. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.
- 5.1.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the MCM shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The MCM shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. MCM shall be liable to Participant for any lapses in service resulting from a gap in insurance coverage.

5.2 Required Insurance.

- 5.2.1 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations,

products\completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- A. Bodily Injury
 - 1. Each Occurrence \$1,000,000
 - 2. Annual Aggregate \$2,000,000

- B. Property Damage
 - 1. Each Occurrence \$1,000,000
 - 2. Annual Aggregate \$2,000,000

- C. Personal Injury
 - Annual Aggregate \$2,000,000
- D. Completed Operations and Products Liability shall be maintained for two (2) years after the final payment.

- E. Property Damage Liability Insurance shall include Coverage for the following hazards: X - explosion, C - Collapse, U - underground.
- F. Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:
 - A. Workers Compensation Statutory
 - B. Employer's Liability \$500,000 per occurrence

If MCM claims to be exempt from this requirement, MCM shall provide Participant proof of such exemption along with a written request for Participant to exempt MCM, written on MCM letterhead.

- 5.3 MCM shall name the Participant, as an additional insured on each of the policies required herein and shall hold the Participant, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.
- 5.4 Any insurance required of MCM pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the Participant as

an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the MCM and provided proof of such coverage is provided to Participant. The MCM and any subcontractors shall maintain such policies during the term of this Agreement.

- 5.5 The Participant reserves the right to require any other insurance coverage it deems necessary and reasonable depending upon the exposures.

6.0 Logistics

6.1 Payment

- 6.1.1 Participant agrees to pay MCM the Participation Fee of Sixty Five Thousand Dollars (\$65,000) for the Educational Exhibition as provided in Section 3.0 and 3.1 above. A nonrefundable deposit of Five Thousand Dollars (\$5,000) and all subsequent payments must be paid as and when required under Section 3.1 of this Agreement. All portions of the Participation Fee shall be payable without notice, demand, deduction or setoff of any kind. All payments shall be governed by Florida's Prompt Payment Act. In addition to all other rights hereunder, in the event Participant fails to pay the Participation Fee when due MCM reserves the right to refuse to terminate this Agreement whereupon all of Participant's rights hereunder shall immediately terminate and be null and void. Any payments made by Participant hereunder shall be deemed forfeited in their entirety upon a termination of this Agreement by MCM under an express provision hereof.

6.2 Shipping Fees and Arrangements

- 6.2.1 The Educational Exhibition will be delivered to the Location designated above. All arrangements for transporting the Educational Exhibition to and from the Location will be made by MCM.
- 6.2.2 The delivery and pick-up dates are approximate; exact dates will be given closer to the time of the venue. MCM will make every effort to deliver the Educational Exhibition on or before the specified date. MCM shall not, however, be responsible for any damages or liability Participant may incur or suffer as a result of any delay in delivery or failure to deliver the Educational

Exhibition due to circumstances beyond MCM's reasonable control.

- 6.2.3 Participant will be responsible for shipping charges for the delivery of the Educational Exhibition to the Location. Participant shall bear the costs of any special handling needs, such as downsizing the load into smaller trucks, or other special requests, and any costs resulting from agreed upon time. The driver(s) of the truck(s) will provide supervisory assistance only. Participant shall be responsible for any additional fees or costs resulting from the Participant's specific location.
- 6.2.4 Shipping charges will be due within fifteen (15) days of receipt of an invoice showing the actual total shipping fee.

6.3 Security

- 6.3.1 Participant must provide security for the Educational Exhibition from the moment it is received, during all phases of handling, installation, display, and until the moment it is shipped back to MCM or to any other location. Participant agrees to take all necessary measures to provide a safe and secure environment for the Educational Exhibition and to provide all fire precautions as required by law, local ordinance, and good practice.

6.4 Staffing

- 6.4.1 Staffing of the Educational Exhibition is the responsibility of Participant. A minimum of one staff person must be provided by Participant during all hours Educational Exhibition is open to the public. During peak hours, additional staff is strongly advised. It is highly recommended that one staff member be trained in or familiar with early childhood education in general, and the activities within Educational Exhibition.
- 6.4.2 Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or for other interruption of service deemed resulting, directly or indirectly, from acts of God, civil or military authorities, acts of the public enemy, war (whether or not declared), riots, insurrections, acts of government, accidents, fires, explosions, earthquakes, floods, failure of

transportation, strikes or other work interruptions by employees or any similar or dissimilar cause beyond the reasonable control of either party. The time for performance shall be deemed extended for a period equal to the duration of such event.

6.5 Site Requirements

6.5.1 The Educational Exhibition will require an indoor area with a minimum exhibition space of two thousand five hundred (2,500) unobstructed square feet, and ceiling clearance of at least ten (10) feet. The Educational Exhibition may not be displayed outdoors, even under cover, tent or any temporary buildings or walls. Sunlight shall be diffused and indirect to eliminate fading of the Educational Exhibition, and temperatures shall be maintained at 68-75 degrees Fahrenheit. The Educational Exhibition will require five 20 amp circuits of 110 volt AC electrical current. Participant will be notified of the exact nature of site requirements in advance of receipt of the Educational Exhibition.

6.5.2 Participant must submit a floor plan to MCM for approval at least forty-five (45) days prior to the opening of the Educational Exhibition.

6.6 Advertisement and Publicity

6.6.1 In advance of delivery of the Educational Exhibition, MCM will provide the Participant with all advertising and press materials approved MCM (e.g., press releases, advertising, direct mail, signage, magazine articles, etc.). The Participant may use any of these materials in the exact form provided by MCM. Any changes to the publicity and/or advertising materials must be submitted to MCM for approval.

6.6.2 Participant shall distribute the Promotional Materials and Educational Materials solely free of charge. Participant shall distribute the Educational Materials solely to Educational Exhibition visitors for educational purposes.

6.7 Educational Materials

MCM grants to Participant a limited, non-exclusive, royalty-free nontransferable sublicense and right during the term of this Agreement to use, copy (but not modify) and distribute

approved images and related Property as part of the Educational Materials. As used in this Agreement, the term "Educational Materials" means programs and materials developed by the Participant which are used solely for educational purposes and are distributed without charge to visitors to the Educational Exhibition. All Educational Materials must (1) be pre-approved in writing by MCM, (2) be distributed only to Educational Exhibition visitors and at no extra charge beyond what Participant normally charges for admission, and (4) include all copyright, trademark and credit notices required under this Agreement.

6.8 Setup and Take Down

6.8.1 Set-up and take-down staff shall be provided by Participant. Only staff knowledgeable in the handling of exhibitions shall be used in the set-up and take-down of the Educational Exhibition.

6.8.2 Participant shall be responsible for all setup, installation, and take-down of the Educational Exhibition. MCM shall supply one experienced MCM staff member to aid in unloading, unpacking, installation, de-installation, re-packing and reloading of the Educational Exhibition. Upon receipt of the Educational Exhibition, Participant agrees to store the crates 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. Participant will be held responsible and accountable for any damage to and/or loss of the Educational Exhibition crates. If damage does occur, Participant must notify MCM within twenty-four (24) hours.

6.9 Participant agrees to receive the Educational Exhibition when delivered and to have it repacked and, when required under the Agreement, ready to ship back to the MCM by _____. Any fees resulting from Participant not being able to accept, unload, or load the exhibit on the agreed upon time and date will be the responsibility of Participant. Participant is responsible for unloading and loading the trailers and for providing adequate labor to accomplish this task in a timely manner. The driver(s) of the trucks will provide supervisory assistance only.
Condition Report

- 6.9.1 The Educational Exhibition will be examined by a qualified member of Participant's staff during the set-up and take-down period and a condition report shall be completed and sent to MCM via email to mike@miamichildrenmuseum.org, within forty-eight (48) hours of set-up and takedown. Condition report forms instructions will be provided with the Educational Exhibition.
- 6.9.2 Any damage or loss during set-up or take-down must be reported to the MCM immediately upon discovery by telephone to MCM Exhibits Department at 305-373-5437 x125, followed up with written and photographic documentation with twenty-four (24) hours.
- 6.9.3 Daily inspections of the Educational Exhibition shall be made by Participant while it is on display. If a change in the condition of any object occurs while in the possession of Participant, in addition to the routine report, MCM must be notified immediately upon discovery by telephone to MCM Exhibits Department at 305-373-5437 x125, followed up with written and photographic documentation with twenty-four (24) hours. Damaged items may be removed from the display; however, they must be kept in a safe and secure place pending instructions from MCM.

6.10 Maintenance

- 6.10.1 Due to the interactive nature of the Educational Exhibition, daily maintenance and care must be provided. Some components will require daily start-up and shut-down procedures including set-up of props and daily cleaning and/or adjusting to remain in proper working order. The Participant agrees to make available at least one (1) staff person with expertise in maintaining exhibits and electronic equipment of the type included in the Educational Exhibition.
- 6.10.2 The Participant shall inspect the Educational Exhibition at least once each day and report any problems to MCM. MCM shall use its best efforts to respond to service calls within twenty-four (24) hours. Participant will maintain the display at its own expense, including the replacement of lights, janitorial services and minor repairs as necessary to maintain the Educational Exhibition in good working order. All repairs and replacements will be done after notice to and in coordination with MCM and be repaired or replaced to

their original state and value. Unauthorized repairs or modifications will not be permitted. MCM will, at its cost, provide service and maintenance for major breakdowns of the Educational Exhibition or its components, where repair or replacement costs are estimated to exceed \$500. MCM's obligations under this provision assume 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, at its expense.

6.10.3 MCM will provide a designated amount of replacement supplies, including consumables, a back-up set of props, loose component pieces, and books. It is the Participant's responsibility to inventory all props and component pieces upon delivery to Participant and when the Educational 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. MCM must be contacted within twenty-four (24) hours should additional supplies be required.

6.10.4 The Participant shall maintain the cleanliness and good appearance of the Educational Exhibition at all times. The Participant is responsible for thoroughly cleaning the Educational Exhibition prior to opening to the public and at the close of the booking prior to packing.

6.10.5 If MCM decides it's necessary, Participant must allow representatives of MCM to refurbish components of the Exhibit that are beyond the maintenance expectations of the Participant. Participant should expect to reasonably accommodate repair technicians from MCM 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 Participant and MCM.

6.10.6 Maintenance reports will be completed by the Participant as directed by the Educational Exhibition Instruction Manual.

6.11 Sponsorships and Partnerships

6.11.1 Participant shall have the right to enter into agreements with one or more local sponsors of the Educational Exhibition provided they are approved in writing in advance by MCM.

6.11.2 Participant agrees to contact the local public television stations and public radio stations in its community regarding possible collaboration to co-promote the Educational Exhibition. Participant agrees to provide MCM with a written report on the activities undertaken by this partnership within thirty (30) days following the final closing of the Educational Exhibition.

6.12 Miscellaneous

6.12.1 Disclaimer. Participant acknowledges and agrees that the Property is provided on an "as is" basis. MCM makes no warranties or representations of any kind, whether express or implied, regarding the Property and hereby disclaims all applicable warranties, including, without limitations, warranties of merchantability, and non-infringement. The limitations set forth above shall be deemed to apply to the maximum extent permitted by applicable law, notwithstanding the failure of the essential purpose of any limited remedies, and notwithstanding any other provision of this Agreement to the contrary. The parties acknowledge and agree that they have carefully considered the foregoing allocation of risk and find it reasonable (particularly due to the licenses and rights granted by MCM hereunder being on a royalty-free basis), and that the foregoing limitations are an essential basis of the bargain between the parties.

6.12.2 Public Records. In order to comply with Florida's Public Records Act (the " Act"), Chapter 119, Florida Statutes, and pursuant specifically to section 119.0701, Florida Statutes, as may be amended, MCM shall:

6.12.2.1 Keep and maintain public records that ordinarily and necessarily would be required by the Participant in order to perform the services under the Agreement.

6.12.2.2 Provide the public with access to public records on the same terms and conditions that the Participant would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

6.12.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

6.12.2.4 Meet all requirements for retaining public records and transfer, at no cost, to the Participant all public records in possession of MCM upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the PARTICIPANT in a format that is compatible with the information technology systems of the PARTICIPANT.

6.12.2.5 If the MCM does not comply with a public records request, the Participant may terminate this Agreement.

6.12.3 Independent Contractors. The relationship among MCM and Participant is that of independent contractors. MCM and Participant are not joint venturers, partners, principal and agent, master and servant, employer and employee, and have no other relationship other than licensing parties. Participant shall not have the power to bind or obligate MCM in any manner other than as is expressly set forth in this Agreement.

6.12.4 Restriction on Assignments. Without the prior written consent of MCM, which may be granted or withheld by MCM in its sole discretion, Participant shall not directly or indirectly assign, transfer, sublicense, or encumber this Agreement or any of its rights under this Agreement. Assignments and transfers prohibited hereunder without MCM's consent include any assignment or transfer of "control" of Participant from that existing on the date hereof, whether such transfer is by sale, assignment, bequest, inheritance, operation of law or otherwise and whether such transfer occurs by reason of one or a series of transactions. As used herein, "control" shall mean ownership of 50% or more of the equity interest of a business entity or the power to direct or cause the direction of management and policy and policy of such entity (whether through the ownership of equity interests, by statute or according to the provision of a contract).

6.12.5 Governing Law; Venue; Jurisdiction. This Agreement shall be governed by, and construed and enforced in

accordance with, the laws of the United States and the State of Florida, the County of Broward, without regard to its conflict of laws provisions. The parties irrevocably consent to the exclusive personal jurisdiction (except as to actions for the enforcement of a judgment, in which case the jurisdiction will be non-exclusive) of the federal and state courts located in Miami, Florida, and venue in Miami-Dade County, Florida.

- 6.12.6 Notices. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the MCM and the PARTICIPANT designate the following as the respective places for giving of notice:

PARTICIPANT:

Charles F. Dodge
City Manager
10100 Pines Boulevard
Pembroke Pines, Florida 33025
Phone: (954) 450-1040
Fax: (954) 437-1149

Copy To:

Samuel S. Goren, City Attorney
Goren, Cherof, Doody, Ezrol, P.A.
3099 East Commercial Boulevard,
Suite 200
Fort Lauderdale, Florida 33308
Phone: (954) 771-4500
Fax: (954) 771-4923

MCM:

Deborah Spiegelman, CEO/Executive Director
Miami Children's Museum
980 MacArthur Causeway
Miami, Florida 33131
Phone: (305) 373-5437, ext. 118

6.12.7 Attorneys' Fees. In the event of a dispute between the parties hereto relating to this Agreement or in the event of any default under this Agreement, the party prevailing in the resolution of any such dispute or default by a court of law shall be entitled to recover from the defaulting party its reasonable attorneys' fees and other costs incurred in connection with resolving said dispute or default.

6.12.8 Entire Agreement: Modification. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter set forth in this Agreement, and supersedes all other agreements, understanding and representations, whether oral or written, relating to such subject matter. There shall be no amendment or modification to this Agreement, except by a written document which is signed by each party.

7.0 Term and Termination

- 7.1 Term. The term of this Agreement shall commence on the Effective Date and shall terminate thirty days after the close of the Educational Exhibit on the Participant's premises unless the parties otherwise agree in advance writing.
- 7.2 Termination. Each party may terminate this Agreement for convenience, or if the other party breaches any term or provision of this Agreement and fails to cure such breach within (i) five (5) days after receiving written notice thereof, in the case of a monetary breach, and (ii) within thirty (30) days after receiving written notice thereof, in the case of a nonmonetary breach. The right to terminate this Agreement during the existence of an event of default not cured within the applicable cure period shall be in addition to any and all rights and remedies available under this Agreement, at law and/or in equity. .
- 7.3 Effect of Termination. Immediately upon any termination of this Agreement, (a) all rights and licenses granted to Participant shall terminate, and (b) Participant shall immediately return to MCM or destroy (as MCM instructs Participant in advance in writing) all (i) components of the Educational Exhibition, (ii) Promotional Materials, and (iii) Educational Materials. The terms of this Agreement shall apply to the return of the Educational Exhibition and other materials irrespective of whether this Agreement has been terminated

8.0 Cancellation Fees / Right to Cancel

8.1 By Participant. Cancellations by Participant must be submitted to MCM in writing. In the event of such a cancellation, 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. Such fee will be deemed by the parties to be liquidated damages and not a penalty. Both parties agree to the following schedule of fees for cancellation by Participant:

8.1.1 \$10,000 if more than 120 days before scheduled Opening Date

8.1.2 \$15,000 between 60-119 days before scheduled Opening Date

8.1.3 \$25,000 if less than 60 days before scheduled Opening Date

9.0 Contact: Miami Children's Museum (MCM)

9.1 All questions and/or requests for information regarding this Agreement of the Educational Exhibition should be directed to the **Miami Children's Museum Exhibits Department at 305-373-5437 x 125**. Any questions regarding marketing should be directed to the **Marketing Department at 305-373-5437 ext. 129**.

10.0 Signatures

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

Miami Children's Museum, Inc.,
a Florida not-for-profit corporation

By: _____

Name: _____

Title: _____

Date: _____

Address: 980 MacArthur Causeway
Miami, Florida 33132

PARTICIPANT

By: _____

Name: _____

Title: _____

Dated: _____

Address: