

**Children's China: Celebrating Culture, Character and Confucius  
Exhibitions License Agreement**

This Exhibitions License Agreement (this "Agreement") is made this 11 day of June, 2019, by and between The Magic House, St. Louis Children's Museum, a Missouri non-profit corporation (hereinafter "The Magic House") and The Frank C. Ortis Art Gallery & Exhibit Hall (hereinafter "Licensee"). Hereafter, The Magic House and Licensee may collectively be referred to as the "Parties".

WITNESSETH

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

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

WHEREAS, The Magic House wishes to make the Traveling Exhibitions 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. "Exhibition License Fee" means the license fee paid by Licensee to The Magic House as set out in detail in Schedule A.
  - B. "Schedule of Dates and Payments" means the date and fee schedule set forth in Schedule A.
  - C. "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).
  - D. "Exhibition Period" means the period beginning on the Opening Date (defined in Schedule A) and ending on the Closing Date (defined in Schedule A).
  - E. "Exhibition Site" means Licensee's Exhibition site for the Exhibition, as specified in Schedule B.
  - F. "Services" means training, support, and other services described on the attached Schedule B, and any other services furnished by The Magic House under this Agreement.
  - G. "Marketing Manual" means \_\_\_\_\_ a packet containing images, logos, language usage, as well as sponsorship, copyright and trademark guidelines,

the terms of which are incorporated herein by reference as if fully set forth herein.

H. "Traveling Exhibition" means "Children's China: Celebrating Culture, Character and Confucius" that was created by The Magic House, St. Louis Children's Museum.

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 Exhibitions Site on the Pick up Date.
4. License Fee. Licensee shall pay The Magic House the Exhibition License Fee in the amount and according to the time table set forth in Schedule A. In addition to the Exhibition License Fee, Licensee will also pay for (or reimburse The Magic House for): (i) shipping charges for transportation of the exhibit, as determined by The Magic House; The Magic House will notify Licensee of these charges as soon as reasonably practicable after the information is available and payment will be due at the time of the final exhibits payment outlined in Schedule A. Other than the Exhibition License 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. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

As set forth below, certain portions of the License Fee shall be forfeited upon cancellation of this Agreement by the Licensee:

- A. Licensee shall forfeit twenty-five percent (25%) of the Exhibition License Fee in the event Licensee cancels the Traveling Exhibition less than 180 days but no less than 120 days before the Opening Date.

- B. Licensee shall forfeit fifty percent (50%) of the Exhibition License Fee in the event Licensee cancels the Traveling Exhibition less than 120 days but no less than 60 days before the Opening Date.
- C. Licensee shall forfeit one hundred percent (100%) of the Exhibition License Fee in the event that Licensee cancels the Traveling Exhibition less than 60 days before the Opening Date.

5. Partnerships/Sponsorships.

- D. 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.

6. Publicity; Promotional Materials; Credit.

- A. Licensees shall use commercially reasonable efforts to 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 general promotional materials including examples of press and public service announcements, an exhibits fact sheet, and a digital download link containing Traveling Exhibition logos (the "Traveling Exhibition Promotional Materials"). Such promotional materials will be sent to Licensee at least 90 days before Opening Date. Promotional materials shall be selected and provided by The Magic House at its sole discretion. Promotional materials shall not be sold by Licensee. No changes may be made to camera ready promotional materials or Traveling Exhibition logos.
- B. Any copying or other reproduction of the Traveling Exhibition, or any part thereof (including, without limitation, the 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. The Magic House shall have the right to approve all advertising, publicity releases, display and promotional efforts and materials (including brochures, invitations, flyers, etc.) developed by Licensee or its agents, (the "Licensee Promotional Materials"). 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 Exhibitions.

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. The Magic House agrees to provide and keep in full force and effect, at its sole expense, insurance coverage from a recognized and qualified insurance company on the entire contents of the Traveling Exhibition from the time it is delivered to Licensee, while on display, and post Exhibition time until it leaves the Licensee's facility.
- 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 \$1,000,000 per exhibit; 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 per exhibit.
- C. All policies for The Magic House's insurance will:
  - i. name Licensee as additional named insured;
  - ii. be endorsed to provide that such policies will not be substantially modified or cancelled without the insurer giving the Licensee 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 Exhibitions for transportation to next site.
  - iv.

D. The Magic House shall carry its own Workman's Compensation Policy.

9. Security Precautions.

- A. Licensee agrees to provide security for the Traveling Exhibition at Licensee's sole cost and expense which shall include at least the following:
  - i. A minimum of 3 gallery attendant(s) during unloading, unpacking, installation, dismantling, re-packing and loading of the Traveling Exhibition;
  - ii. A minimum of 1 gallery attendant to observe the Exhibition Site during all hours Licensee is open to the public;
  - iii. A fully certified and operative burglar alarm of high professional standards to be used during closed hours;
  - iv. Institutions must be equipped with a certified and operative fire and security system; and
  - v. NO EATING, DRINKING, OR SMOKING shall be allowed within the exhibits. 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,.

10. Protection of Proprietary Rights.

- A. Licensee acknowledges that The Magic House has valuable intellectual property rights, including but not limited to, patent, copyright, trademark, service mark, trade name, trade secret, and other proprietary rights (collectively, the "Proprietary Rights") in the Traveling Exhibition, Traveling Exhibition logos, and Traveling Exhibition Promotional Materials.
- B. Licensee acknowledges and agrees that no title, ownership, or Proprietary Rights related to any portion of the Traveling Exhibition, Traveling Exhibition logos, and Traveling Exhibition 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 Traveling Exhibition 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, Traveling Exhibition Promotional Materials, and any collateral materials,

press releases, marketing materials, and signage associated with the Traveling Exhibition.

- C. 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.
- D. 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 Traveling Exhibition Promotional Materials. In the event The Magic House authorizes Licensee to reproduce any Traveling Exhibition Promotional Materials, any and all reproductions shall include the appropriate notice symbols set forth above.
- E. 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.
- F. 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.
- G. Licensee specifically agrees that all goodwill which arises from Licensee's use, display, and/or demonstration of the Traveling Exhibition, Traveling Exhibition logos, and/or Traveling Exhibition Promotional Materials shall inure to the benefit of The Magic House, as dictated by its ownership of the Proprietary Rights in such intellectual property.

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 shall defend, Licensee shall (1) promptly notify The Magic House in writing of any such claim and (2) give The Magic House or its designee(s) full authority, information and assistance to defend such claim.
- B. The Magic House shall defend, indemnify, and hold harmless the Licensee and its elected and appointed officers, trustees, directors, agents, designees, assignees, grantors, servants, and employees from and against all claims, alleged claims, actions, losses, costs, expenses, settlements, demands, and liabilities of every kind, including reasonable attorney's fees and expenses,

sustained by the Licensee or any third party arising out of, by reason of, resulting from, or in connection with The Magic House's display of the Traveling Exhibition or The Magic House's failure to take out and maintain insurance as required under this Agreement. The Magic House shall not be liable for nor shall The Magic House indemnify the Licensee or its elected and appointed officers, trustees, directors, agents, designees, assignees, grantors, servants and employees from any claims or causes of action which may occur on the Licensee's premises not caused by or related to the display of The Magic House's Traveling Exhibition.

- C. Upon completion of the services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- D. Nothing contained herein is intended to nor shall be construed to waive Licensee's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

## 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 License Fee, and shall have no obligation to return to the Exhibition License 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. In the event The Magic House shall default on any of the terms, obligations, restrictions or conditions of this Agreement, Licensee shall give The Magic House written notice as provided in this Agreement of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within seven (7) calendar days thereof. In the event The Magic House fails to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the Licensee, Licensee shall have all legal and equitable remedies available to it, including,

but not limited to, termination of this Agreement and all damages permitted by equity and law arising from the default and breach of this Agreement.

- 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.
  - F. This Agreement may be terminated by either party with or without cause, immediately upon seven (7) calendar days' written notice. Upon termination by Licensee, The Magic House shall cease all work performed hereunder and Licensee shall pay to The Magic House any earned and unpaid portion of the compensation due The Magic House pursuant to Article 4 hereof.
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. The Magic House 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 following:

Licensee: The Frank C. Ortis Art Gallery & Exhibit Hall  
601 City Center Way  
Pembroke Pines, FL 33025

Copy to: Samuel S. Goren, Attorney for The Frank C. Ortis Art  
Gallery & Exhibit Hall  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 E. Commercial Boulevard, Ste. 200  
Fort Lauderdale, FL 33308

The Magic House: 516 S. Kirkwood Road  
St. Louis, MO 63122

17. Governing Law. This Agreement shall be governed by 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. Venue for any claim or action arising out of or related to this Agreement shall be in Broward County, Florida.
18. 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. For purposes of this Agreement, any change in ownership of The Magic House shall constitute an assignment which requires Licensee's approval. However, this Agreement shall run to the benefit of the Licensee and its successors and assigns.
19. 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.

20. Severability. This Agreement is intended to be severable. In the event any provision hereof is found by a court 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 court finds that any provision hereof is overly broad in scope or duration, the court 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.
21. 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.
22. 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.<sup>23</sup> Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.
24. Scrutinized Companies. The Magic House certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, The Magic House agrees to observe the requirements of Section 287.135, F.S. for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Licensee may immediately terminate this Agreement if The Magic House, its affiliates or its subcontractors are found to have submitted a false certification; or if The Magic House, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.
25. Non-Discrimination and Equal Opportunity Employment. During the performance of this Agreement, neither The Magic House nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability, if qualified. The Magic House will take affirmative

action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability, if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Magic House shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Magic House further agrees that it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

26. Agreement Subject to Funding. This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission for the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.
27. Public Records. The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. The Magic House shall comply with Florida's Public Records Law. Specifically, The Magic House shall:
  - 27.1 Keep and maintain public records required by the Licensee to perform the service;
  - 27.2 Upon request from the Licensee's custodian of public records, provide the Licensee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law;
  - 27.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, The Magic House shall destroy all copies of such confidential and exempt records remaining in its possession after The Magic House transfers the records in its possession to the Licensee; and
  - 27.4 Upon completion of the Agreement, The Magic House shall transfer to the Licensee, at no cost to the Licensee, all public records in The Magic House's possession. All records stored electronically by The Magic House must be provided in a format that is compatible with the information technology systems of the Licensee.
  - 27.5 The failure of The Magic House to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement

and the Licensee shall enforce the Default and Breach in accordance with the provisions set forth herein.

IF THE MAGIC HOUSE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MAGIC HOUSE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK  
601 CITY CENTER WAY, 4<sup>TH</sup> FLOOR  
PEMBROKE PINES, FLORIDA 33025  
(954) 450-1050  
MGRAHAM@PPINES.COM

By: The Frank C. Ortis Art Gallery & Exhibit Hall

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

Signed: \_\_\_\_\_

Signed: Elizabeth M Fitzgerald

Printed Name: \_\_\_\_\_

Printed Name: Elizabeth M Fitzgerald

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: 6/11/19

Address: 601 City Center Way  
Pembroke Pines, FL 33025

Address: 516 S. Kirkwood Road  
St. Louis, MO 63122

Schedule A  
To  
Exhibitions License Agreement

|    |  |                        |           |
|----|--|------------------------|-----------|
| 1. | Exhibitions License Fee<br><u>\$30,000</u> | TOTAL                  | AMOUNT:   |
|    | Non-refundable deposit<br>SIGNING          | AMOUNT <u>\$3,750</u>  | DUE AT    |
|    | Interim Payment 1<br>November 28, 2019     | AMOUNT <u>\$3,750</u>  | DUE DATE: |
|    | Interim Payment 2<br>January 28, 2020      | AMOUNT <u>\$7,500</u>  | DUE DATE: |
|    | Final Payment<br>March 28, 2020            | AMOUNT <u>\$15,000</u> | DUE DATE: |

2. Schedule of Dates:

**Children's China: Celebrating Culture, Character and Confucius**

Delivery Date: May 11, 2020

Opening Date: May 28, 2020

Closing Date: August 9, 2020

Pick Up Date: August 13, 2020

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

1. Inbound shipping costs

Schedule B  
To  
Exhibitions License Agreement

Description of Service:

1. Exhibition Site: The Frank C. Ortis Art Gallery & Exhibit Hall,  
601 City Center Way, Pembroke Pines, FL 33025

Contact: Joshua Carden, jcarden@ppines.com, 954-392-2129

Licensee shall provide an Exhibition Site that meets the following requirements:

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, de-installation, re-packing and reloading the Traveling Exhibition. The Magic House will supply 1 experienced Magic House staff member to assist with installation and de-installation of the Traveling Exhibition (no additional fees or travel expenses will be charged for this staff support). Licensee will supply 3 full time crew members capable of lifting 50 or more pounds who shall work with The Magic House staff member during the installation and de-installation processes. The projected time necessary for unloading, unpacking, and installation of the Traveling Exhibitions is 4 full working days; the projected time for de-installation, re-packing and reloading is 4 full working days.
  - c. The Magic House shall provide written instructions for installation and de-installation of the Traveling Exhibition.
  - d. Licensee shall be responsible for the proper storage of Traveling Exhibition and crates.

- e. Prior to the Opening Date, Licensee shall complete a Condition Report on each object to 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 on the on-going Condition Report Book(s) provided by The Magic House and send copies of said condition reports to The Magic House within 5 working days of the Closing Date.
- f. The Magic House will provide Licensee with information regarding transfer of the Traveling Exhibition to the next location.
- g. 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 the time agreed upon herein.

### 3. Routine maintenance

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

- daily checks of all exhibits
- daily start-up of the Traveling Exhibitions
- regular cleaning per instructions provided in the Installation Manual
- occasional replacement activity materials as listed in Assembly 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 (7) 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 (7) 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 (insert proper telephone number) 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 (three) days following telephone notification from Licensee of such damage.
7. The Magic House will provide a designated amount of replacement supplies, back-up supplies, loose component pieces, books and consumable items (e.g.: paper goods and markers). It is the Licensee's responsibility to inventory all supplies upon delivery to Licensee and when the Traveling 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, return of excess and damaged items to The Magic House, and correctly packing only those items outlined in the exhibit guide to be sent on to the next host. 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.