

## PURDUE AGRICULTURE EXHIBIT DESIGN CENTER Exhibition and Use Contract

This agreement is made and entered into by and between **Purdue University**, on behalf of the **Purdue Agriculture Exhibit Design Center** (hereafter "Purdue") and the **City of Austin, Texas, Parks and Recreation Department (PARD)** (hereafter "Borrower") for the rental and use of hereto mentioned exhibition and activities.

### SECTION I: EXHIBITION AND CONTENT

#### ***I.1 TITLE***

The exclusive title of the exhibition is *Bee-lieve it or Not! The Secret Lives of Honey Bees*. (hereafter EXHIBITION). The Borrower may make no changes or additions to this title.

#### ***I.2 GOAL***

The goal of the Exhibition is to **teach kids and their families about the importance of honey bees**.

#### ***I.3 DISPLAY***

The Borrower must provide a minimum of 500 square feet with 9 feet of ceiling height.

#### ***I.4 CONTENT***

The exhibit consists of the following components:

- Learn what makes a honeybee a honey bee.
- Discover why pollination is important.
- Read about the threats to honey bees
- Play a video game and learn who is a pollinator.
- Uncover the differences between bees and wasps.
- Learn about honey and beeswax.

#### ***I.5 MAINTENANCE & OPERATION***

The Borrower is responsible for all operating costs such as labor (e.g. maintenance, cleaning), electricity, and related operating expenses of the Exhibition while it is on premises. The Borrower must contact Purdue immediately if any damage or theft is noted. The Borrower assumes responsibility for the repair of damage to the Exhibition occurring during the period of this agreement. Such repairs will be made in consultation with Purdue with diagnosis and planned solution to repair problems normally made within twenty-four hours of notification during the business week. Excluded is electrical equipment or special components provided by Purdue exclusively for the exhibit. Purdue will consult with the Borrower on repair or replacement. The Borrower agrees to provide a secure and environmentally suitable storage area for any exhibition material withdrawn from the exhibition for any reason.

**I.6 PUBLICITY**

A press release will be provided for publicity use. Purdue agrees to provide rights to the Borrower to use the exhibition's content in promotional materials, publications, or electronic communications. Purdue University will be credited in all occurrences as organizer of the exhibition as follows: ***Bee-lieve it or Not! The Secret Lives of Bees***, was organized by the **Purdue Agriculture Exhibit Design Center, Purdue University**.

The PARD Marketing and Communication Unit will approve all drafts of all publicity materials, including posters and flyers, prior to material distribution.

**I.7 OWNERSHIP**

The Exhibition and its materials are, and remain the property of Purdue and may not be altered, copied, or reproduced in whole or in part.

<b>SECTION II: TERMS AND PAYMENT</b>
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**II.1 PUBLIC DATES**

The Borrower shall have the right to display the Exhibition from Saturday, January 16, 2016 through May 8, 2016.

**II.2 DISPLAY SITE**

The display site for the Exhibition is the Austin Science and Nature Center, 2389 Stratford Drive, Austin, TX 78746. This also is the delivery and pick-up address. Contact at this location is Margaret Russell. Email: [Margaret.Russell@austintexas.gov](mailto:Margaret.Russell@austintexas.gov) Phone: 512-974-3867

**II.3 RENTAL FEE PAYMENT**

The Borrower agrees to pay the rental fee of \$6,500.00 plus shipping costs of \$500.00 for a total of \$7,000.00. A deposit in the amount of \$650.00 shall be provided upon the execution of this contract. The Borrower shall pay Purdue the balance of \$5,850.00 no later than February 16, 2016 unless this contract is cancelled. In the event that the Borrower cancels the contract, the deposit is forfeited. In the event that Purdue cancels the contract for a reason other than those listed in Section V.1, the deposit will be refunded to the Borrower within sixty (60) days of cancellation.

**II.4 TERMS OF USE**

Purdue shall:

- Produce, provide and deliver all exhibitory, including displays and graphics
- Provide content expertise
- Provide content and media for components
- Make all exhibit components ADA compliant
- Provide rights to the museum to use the exhibition's content in promotional materials, publications, or electronic communication

Borrower shall:

- Display Purdue logo or name as a part of the Exhibition
- Provide a final report listing outcomes of the Exhibition including attendance, media coverage (to include a selection of video clips), visitor comments, school group usage, and information on related programs or displays



### **SECTION III: SHIPPING & INSTALLATION**

#### **III.1 SET-UP & REMOVAL**

Purdue will deliver and set-up the Exhibition on or before January 15, 2016, and pick-up the Exhibition the week of May 8, 2016, with specific times to be determined and agreed to by both parties.

#### **III.2. SHIPPING FEES**

Total transportation charges of \$500.00 shall be billed to the Borrower after delivery of the Exhibition and includes outbound shipping.

#### **III.3 ACTS OF NATURE**

Purdue shall make every effort to adhere to the contracted delivery and pick-up dates but consideration must be given to staff safety due to unforeseen circumstances beyond its control such as inclement weather.

### **SECTION IV: INSURANCE & SECURITY**

#### **IV.1 SECURITY**

At all times while the Exhibition is open to the public a trained or approved representative affiliated with the Borrower must be present.

#### **IV.2 INSURANCE**

Borrower is responsible for damage to said Purdue Agriculture Exhibit while in possession of Borrower. Borrower acknowledges that they are self-insured for any loss or damage to exhibit (valued at \$65,000).

### **SECTION V: GENERAL PROVISIONS**

#### **V.1 CANCELLATION**

Purdue shall have the right to cancel the rental upon the occurrence of any one of the following conditions:

1. The Exhibition is damaged, destroyed or deemed otherwise unsafe.
2. The Borrower fails to pay a fee set forth in Section II.3.
3. The Borrower fails to properly handle, display or maintain the exhibition as set forth in Section I.5.

In the event that the rental is cancelled for any of the above reasons, Purdue shall not refund any part of the fees paid by the Borrower.

#### **V.2 AUTHORITY & ASSIGNMENT**

Purdue and the Borrower each represents and warrants that it has the legal right and authority to enter into this agreement. The Agreement shall be binding upon successors of the Borrower.


**V.3 GOVERNING LAW**

This Agreement shall be governed by and in accordance with United States federal laws. V.3

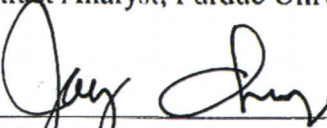
**V.4 LIABILITY**

Each party to this Agreement agrees that is shall be solely responsible for the negligent actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent required by law. Where injury or property damage results from the joint or concurring acts and/or omissions of the parties, any liability shall be shared by each party in accordance with the applicable law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party to this Agreement; nor shall any provision be deemed a waiver of any defenses available by law. This provision is intended to be an allocation of risk between the parties, and shall not constitute an indemnification.

**SECTION: V1: SIGNATURES**


  
Contract Analyst, Purdue University

11/9/15  
Date

  
Jay Akridge, Dean of Agriculture

11/22/15  
Date

**For PURDUE AGRICULTURE EXHIBIT DESIGN CENTER**

  
Beth Forbes, Head, Agricultural Communication

11/20/15  
Date

**For the CITY OF AUSTIN DEPARTMENT OF PARKS AND RECREATION**

Sara Hensley Director, Parks and Recreation Department

Date