

Department: Administration

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and the Smithsonian Institute Traveling Exhibition Service (SITES).

Resolution No.

Finance Information:

Account Number: 0

City Cost Amount: \$ 0.00

Total Cost: \$0.00

Special Circumstances:

Grant Funded: \$3,000.00

Grant Title – CFDA or granting Agency: Click or tap here to enter text.

Resolution #: Click or tap here to enter text.

Location:

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

This will be funded with a \$3,000.00 grant from the Smithsonian Institute.

RESOLUTION NO. 22 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Agreement by and between The City of Huntsville and Kanary's which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as a Exhibition Agreement between the City of Huntsville and the Smithsonian Institute consisting of thirty-five (35) pages with the date of April 28, 2022 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 28th day of April 2022.

President of the City Council
of the City of Huntsville,
Alabama

APPROVED this the 28th day of April 2022.

Mayor of the City of Huntsville, Alabama

SMITHSONIAN INSTITUTION TRAVELING EXHIBITION SERVICE (SITES)
EXHIBITION AGREEMENT

KEY TERMS

Contract #: **00002261**
Exhibition #: **201913**
Date: **March 2, 2022**

Exhibition: ***The Bias Inside Us***

Exhibitor: **The City of Huntsville**

Exhibitor's Billing Address: **City Hall, 8th Floor
308 Fountain Circle
Huntsville, Alabama 35801**

Exhibitor's Shipping Address: **308 Fountain Circle
Huntsville, Alabama 35801**

Display Period: **4/22/2023 to 5/21/2023**
The Display Period includes the first day Exhibition is fully installed and available for events, both public and private, such as VIP or Members previews, press events and previews, etc. through the last day Exhibition is open to the public.

Participation Fee: **There is no fee for the Exhibition.**

Shipping: **There is no fee for shipping. Shipping is arranged by SITES.**

Security Level: **Limited**

SITES Contact Information

Contracts: Minnie Russell, (202) 633-3160, russellm@es11.si.edu

Scheduling and Exhibitor Relations: Minnie Russell, (202) 633-3160, russellm@es11.si.edu

Project Director: Jason Allen, (202) 633-3155, allenj2@si.edu

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

Registrar: Margaret Leahy, (202) 633-3171, leahym@es11.si.edu

Accounting Services: Maria Armstead, (202) 633-3151, ArmsteadM@si.edu

Public Relations / Special Events: Jennifer Schommer, (202) 633-3121, schommerj@es11.si.edu
Community Outreach Coordinator: Odia Wood-Krueger, (612) 599-9809, woodkruegero@si.edu

SITES Fax Number: (202)633-5345 SITES'
Federal ID # is 53-0206027.

Within thirty (30) days of receipt, this Agreement must be signed by Exhibitor and returned via DocuSign to SITES. If Exhibitor is unable to meet this deadline, SITES must be contacted immediately at (202) 633-3160. SITES reserves the right to cancel Exhibitor's reservation if the signed Agreement is not returned within thirty (30) days.

THIS EXHIBITION AGREEMENT, effective on the date of last signature (hereinafter, the "Agreement"), is made by and between the City of Huntsville (hereinafter, "Exhibitor") and the Smithsonian Institution, a trust instrumentality of the United States established by an Act of the United States Congress in 1846 (20 U.S.C. § 41 et seq.) on behalf of the Smithsonian Institution Traveling Exhibition Service (hereinafter, "SITES").

WHEREAS, SITES is a program office of the Smithsonian Institution charged with the mission to travel exhibitions that connect the American public to the Smithsonian Institution;

WHEREAS, Exhibitor desires to borrow Exhibition from SITES for the purpose of displaying the same for the duration of the Display Period in Exhibitor's Exhibit Space; and

WHEREAS, SITES desires to lend Exhibition, as defined more fully in **Section 1** below, to Exhibitor for such purpose.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. EXHIBITION. Exhibition is generally described as follows:

The Bias Inside Us is a community engagement project featuring a 1,500 sq. ft. Smithsonian traveling exhibition, the centerpiece for local programs and activities that raise awareness about the science and history of bias and what we (all) can do about it. The exhibition is free of charge and is expected to help people understand and counter their implicit biases, build capacity in communities to convene dialogue that will increase empathy, and inspire more inclusive schools, communities, and workplaces.

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Exhibition includes those items shown on Exhibition Checklist, **Exhibit A**, now or hereafter attached hereto as well as Exhibition installation components. Exhibitor shall not add items to, or remove items from Exhibition, and shall not alter or omit any elements of Exhibition installation, without the prior written approval of SITES. SITES reserves the right to make such substitutions in or withdrawals from Exhibition as SITES, in its sole discretion, deems necessary or advisable.

SITES will provide Exhibitor with notice of when Exhibitor Support Materials are available on the SITES portal (i.e., website). **Exhibitor shall review these materials promptly upon notice and bring any questions on these materials to SITES' attention immediately.** Any inability to understand or follow the guidelines presented in these materials shall be discussed with SITES until mutually agreeable solutions to any issues presented in these materials are reached.

2. USES. Exhibition may be used for educational purposes only, subject to the following additional requirements and restrictions:

- 2.1 No commercial or political use may be made of Exhibition.
- 2.2 A special entrance fee just for Exhibition (other than Exhibitor's customary general admission fee) is not allowed.
- 2.3 The names of Exhibition, SITES, and the Smithsonian Institution shall not be used in conjunction or connection with any fundraising or political event, or for any other purpose that is not expressly provided for in this Agreement, without prior written approval from SITES.
- 2.4 Exhibition must be accessible to the public. Access shall not be denied to anyone on the basis of race, color, creed, national origin, physical or cognitive disability, sex, age, or any other basis prohibited by applicable law.

3. NATIONAL AND LOCAL SPONSORSHIP.

The Exhibition is currently supported by national sponsors and SITES continues to seek additional national sponsors. Exhibitor acknowledges and understands that current and future national sponsors have reasonable expectations of recognition for their contributions to the organizational and other costs of Exhibition.

Further, Exhibitor acknowledges and understands that Exhibition is made available at no cost due to the support of current and future national sponsors. Accordingly, Exhibitor agrees that current and future national sponsors shall be entitled to certain rights and

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benefits in connection with Exhibition. A nonexclusive, illustrative list of national sponsor rights and benefits is attached hereto as **Exhibit B**.

Exhibitor shall provide the current and future national sponsors with the rights and benefits enumerated in **Exhibit B**, attached hereto. If and when additional national sponsors are secured, **Exhibit B** may be amended to enumerate additional specific rights and benefits.

Exhibitor understands and agrees that this Agreement is contingent upon SITES executing sponsorship agreements with additional national sponsors. In the event that SITES has not executed such sponsorship agreements at least one hundred eighty (180) days before the first day of the Display Period, SITES may, at its option, either postpone commencement of Exhibition tour to a future date or cancel Exhibition pursuant to **Section 14.2.5**.

- 3.1 **Local Sponsorships**. While SITES encourages Exhibitor to seek local sponsors for the Exhibition, the names of any local sponsors will be inextricably linked to the Smithsonian and to current and future national sponsors. Therefore, Exhibitor must receive approval from the SITES Advancement department contact (designated in the **Key Terms** above) for all prospects being solicited for local support **prior to solicitation**. SITES also reserves the right to review and approve any fundraising materials that mention the Smithsonian and/or the national sponsors in advance of their distribution or other use. Exhibitor shall contact SITES Advancement department prior to entering into commitments with local sponsors.

4. RECOGNITION LINE AND RECOGNITION TEMPLATE.

- 4.1 **Official Recognition Line**. The recognition line ("Recognition Line") crediting the Smithsonian and the national sponsors is:

The Bias Inside Us is organized by the Smithsonian Institution Traveling Exhibition Service. Major support is provided by The Otto Bremer Trust.

Full recognition line **when space allows**:

The Bias Inside Us is organized by the Smithsonian Institution Traveling Exhibition Service.

Major support is provided by The Otto Bremer Trust.

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Major support for "The Bias Inside Us" is provided by the Otto Bremer Trust. Additional support provided by Acton Family Giving, Anonymous donors, the Beverly Foundation, Steve and Sheri Lear, Target, the Margaret A. Cargill Foundation Fund of the Minneapolis Foundation, Thomson Reuters, Allianz of America, Valerie E. and William A. Anders, Julie and David Burton, the Dreier Family, Lennart Ehn and Ginger Lew, Expedia, Trevor and Melissa Fetter, the Roger S. Firestone Foundation, Brenda J. Gaines, Myra Hart and Kent Hewitt, Charlie and Nancy Hogan, Dr. Christine C. Jenkins and Mr. Pierre A. France, KNOCK, inc., Sarah Lawer and Frank Guanco, Kathleen Mason, Elyse Rabinowitz and Jim Porter, Dr. Philip S. and Alice Hoolihan Randall, Gloria del C. Rodriguez, and the Family of Leona Roen, and Naoma Tate.

Based on an original concept developed by Tolerance in Motion: Steve Lear, Laura Zelle, and Elyse Rabinowitz, founders; Ellen Glatstein, Laura Lipshutz, Alice Randall, Joanne Jones-Rizzi, and Susan Shapiro, directors; Don Shelby, founding advisor; and the Jewish Community Relations Council of Minnesota and the Dakotas, Steve Hunegs, executive director.

The Recognition Line, when accompanied by the Smithsonian and national sponsor and/or collaborator logos (if applicable) will be referred to hereinafter as the "Recognition Template."

Smithsonian reserves the right to amend the Recognition Line and Recognition Template to accommodate future national sponsors.

- 4.2 Use of Recognition Line and Recognition Template. Exhibitor shall use the full, official Recognition Line on/in all Exhibition Materials approved pursuant to **Section 11** below. "Exhibition Materials" shall mean all printed, visual, audio, electronic and broadcast materials related to Exhibition that use or incorporate content prepared by or for SITES or Exhibitor, including, but not limited to, invitations, brochures, posters, advertisements, banners, signage, websites, audio tours, videocassettes, catalogues, member, educational and public programming publications, and press releases. Exhibitor shall include the Smithsonian Institution logo and the national sponsor logos (both as pre-approved by the Smithsonian) beneath the Recognition Line on all printed and electronic Exhibition Materials in accordance with the Recognition Template.

5. LOCATION OF EXHIBITION; FACILITIES REPORT.

- 5.1 Location of Exhibition. Exhibition may only be shown in Exhibit Space or in such other location as has been approved in writing in advance by SITES. SITES must be informed of the exact location of Exhibition at all times.

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- 5.2 Facilities Report. Prior to signing this Agreement, Exhibitor has provided SITES with a completed and current American Alliance of Museums (AAM) General Facility Report (GFR), including a floor plan that clearly indicates the Exhibit Space in which Exhibition will be displayed, and marking the path from the loading area to Exhibit Space, and any additional information as required, such as photographs of Exhibit Space.

6. FEES AND PAYMENTS. Exhibitor shall pay the fees and costs associated with Exhibition as follows:

- 6.1 Participation Fee and Deposit. There is no Participation Fee or Deposit for Exhibition.
- 6.2 Shipping Costs. There is no shipping fee and SITES has designated a carrier (refer to **Section 9** for further information) as specified in the **Key Terms Section** above. Incoming shipments from the previous venue to Exhibitor are prepaid. If Exhibitor is billed for an incoming shipment, Exhibitor shall not pay the charges and shall contact the SITES Registrar (designated in the **Key Terms** above) immediately for instructions.
- 6.3 Additional costs. Any other costs associated with Exhibition, including, but not limited to, costs arising from shipping factors, installation, promotion, local outreach or special events, are the responsibility of Exhibitor.
- 6.4 Survival of Payment Obligations. Exhibitor's payment obligations shall survive expiration or earlier termination of this Agreement, except as otherwise provided in **Section 14** below.

7. INSURANCE AND INDEMNIFICATION.

- 7.1 Insurance for Exhibition. SITES will arrange for insurance against all risks of physical loss or damage from any external cause for Exhibition on a wall-to-wall basis during transit, display, and storage subject to the following standard exclusions: wear and tear, gradual deterioration, insects, vermin, or inherent vice; repairing, restoration, or retouching process; hostile or warlike action, terrorism, insurrection, rebellion, etc.; nuclear reaction, nuclear radiation or radioactive contamination.

The Smithsonian Institution Collection Policy insures all fine arts, collectibles, objects of art or rarity, historical value or artistic merit, as well as all other property of similar nature:

- a) Property of the Smithsonian while in transit or on the premises of others;

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- b) Property of others entrusted to the Smithsonian for exhibition or any other purposes whatsoever while in transit or wherever located; covering all such property on a wall-to wall basis from the time said property is removed from its normal repository, incidental to shipment, until return thereto or other point designated by the owner or their agent prior to return shipment, including while in transit and/or while on exhibition and/or otherwise.

Damage or loss shall be determined by condition reports and condition summary reports for all components of Exhibition as well as notifications by Exhibitor while Exhibition is in Exhibitor's possession. The condition of all materials must be noted at both receipt and before outgoing shipment of Exhibition. Exhibitor agrees to notify SITES immediately of any theft, damage, or loss occurring while Exhibition is in its possession.

Exhibitor assumes responsibility for any liability that may arise as a result of Exhibitor's failure to give such timely notice. Exhibitor will be held liable for any damage or loss noted by the following venue that was not previously noted and reported to SITES. Exhibitor shall be responsible for damage or loss to property as a result of the gross negligence, omissions or misconduct of its employees, agents, or contractors, or as a result of Exhibitor's failure to comply with the provisions of the Agreement relating to the inspection, handling, installation and protection of Exhibition. Agents and contractors include, but are not limited to, those selected by Exhibitor for installation, deinstallation, protection, transit (local and outgoing), and storage.

7.2 Exhibitor Insurance. By its execution of this Agreement, Exhibitor warrants and agrees that it is a self-insured municipality with a AAA bond rating. These insurance

requirements are Exhibitor's minimum requirements for compliance with the terms of this Agreement and shall not be considered indicative of the amounts and types of insurance needed by Exhibitor or a limitation of liability in the event of any claim. Neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve Exhibitor from any liability incurred or obligation to indemnify under this Agreement. If Exhibitor is a governmental or quasi-governmental entity, Exhibitor's obligation to insure hereunder shall be subject to such statutory limitations as are imposed on Exhibitor by applicable state or municipal law; provided, however, that evidence in writing satisfactory to SITES of any applicable limitation must be received and approved by SITES and incorporated by addendum into this Agreement as Exhibit G. Alabama Code §§ 11-47-190 and 11-93-2 limits municipal liability to \$100,000 per individual person and \$300,000 for each occurrence.

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If the policy written is on a claims made basis, Exhibitor shall maintain coverage for a period of three (3) years following the expiration or termination of this Agreement. Exhibitor may use a combination of policies to achieve the minimum limits specified in this provision. Coverage must be placed with insurers in good financial standing. Exhibitor shall provide the Smithsonian with evidence of required insurance coverage thirty (30) days prior to the date that Exhibition is shipped to Exhibitor.

7.3 Indemnification by Exhibitor. SITES will have no responsibility for the day-to-day operations of Exhibition. Exhibitor agrees to indemnify and hold harmless the Smithsonian Institution, its Regents, officers, employees, agents, the United States, and the national sponsor(s) (if any) of Exhibition from and against any and all responsibility and liability for third party claims, damage, loss or expense, including legal fees or other expenses, caused by or arising out of Exhibitor's use of Exhibition, Exhibit Space and the operation of Exhibition, except to the extent that any such claims relate to the specific responsibilities expressly undertaken by SITES pursuant to this Agreement. If Exhibitor is a governmental or quasi-governmental entity, Exhibitor's obligation to indemnify hereunder shall be subject to such statutory limitations on liability as are imposed on Exhibitor by applicable state or municipal law; provided, however, that evidence in writing satisfactory to SITES of any applicable limitation on liability must be received and approved by SITES and incorporated by addendum into this Agreement.

8. SECURITY, CARE, AND DISPLAY REQUIREMENTS.

All security, care, and display requirements including, but not limited to, space, environmental controls, protection, collections and exhibition management, shipping and receiving specific to Exhibition are set forth in Exhibit C, attached hereto. Exhibitor is required to adhere to all terms and conditions of Exhibit C. If lender requirements and/or Exhibition parameters change following execution of this Agreement, then an updated Exhibit C will be initialed and forwarded to Exhibitor once finalized for Exhibitor's authorized representative to initial and return to SITES within ten (10) business days (the "Revised Exhibit C"). The Revised Exhibit C will supersede the original Exhibit C and will be deemed to be incorporated into this Agreement.

8.1 Cleaning of Interactives / Touchable Exhibition Components. In order to best protect Exhibitor's staff and visitors, the Smithsonian Institution recommends that venues refer to the Centers for Disease Control and Prevention (CDC) guidance for the targeted cleaning of high-touch interactive surfaces within Exhibition. Below is the most recent link to CDC guidance, however these are updated periodically so please refer to the website at regular intervals:

<https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaningdisinfection.html>

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The Smithsonian Institution will provide guidelines for cleaning exhibition surfaces and specific interactives within the Exhibition in a forthcoming contract addendum and emphasizes the recommendations of the CDC be followed.

If Exhibitor prefers to deliver content in a way that differs from the current presentation or to remove certain touchable interactives or other elements completely, please contact SITES Project Director (designated in **Key Terms** above) for review and written approval prior to installation.

Should Exhibitor observe any damage to a touchable exhibition surface (including but not limited to discoloration or residue on cleaning cloths; surface fading, discoloration, or clouding; lifting of ink or adhesive materials; or any discernable surface irregularity), or should Exhibitor have any questions about cleaning guidelines or their application, contact the SITES Registrar immediately (designated in **Key Terms** above) or General SITES Registrar line: (202) 633-3170.

Much is still being discovered about the impacts of the COVID-19 virus and information remains fluid. The recommendations set forth above should be used as a recommended guideline only. Exhibitor understands and agrees that the Smithsonian Institution is not responsible or liable for the health or safety of Exhibitor's staff or visitors arising or resulting from contact with the Exhibition during installation, display and deinstallation dates, or at any time after Exhibition has been released from Exhibitor's location.

9. SHIPPING REQUIREMENTS.

- 9.1 SITES allots two weeks between hosting venues on tour itineraries. **Unless otherwise specified, two weeks is designated for the following steps: deinstallation at the previous venue (4 days), shipping to Exhibitor's venue (4-5 days), and installation at Exhibitor's venue (4 days).** As the Exhibition is scheduled to close on a Friday, deinstallation might need to occur on the weekend in order for the shipping to occur at in the middle of the week. In order to avoid working on the weekend, it is the Exhibitor's discretion to close the Exhibition earlier than the designated Friday so that deinstallation would occur during the weekdays before the outgoing shipping.

SITES will make every effort to have the Exhibition delivered and collected on a weekday during normal business hours, however, shipping may occur any day of the week including weekends and federal holidays. With the shipper, SITES will make every effort to schedule an on-time delivery, however SITES will not be responsible for any delay in shipping caused by factors beyond SITES' reasonable control (e.g., weather, acts of God) and Exhibitor will need to adapt Exhibition schedule accordingly. SITES sets

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these time periods to manage the entire tour and accommodate all venues equally. Exhibitor is contractually obligated to follow the schedule established by SITES (detailed in **Section 9.2** below). In the event Exhibitor wishes to receive Exhibition earlier than its established date or to release Exhibition earlier than its established date, these arrangements must be mutually agreed upon between Exhibitor and the institution preceding or following Exhibitor, and any additional costs will be the responsibility of Exhibitor. SITES shall have final approval over any changes in shipping dates.

In addition, in the event that Exhibitor has any special requirements for off-loading or delivery, such as lift-gate, vehicle size restrictions, or limited loading dock hours, Exhibitor is responsible for notifying the designated carrier and SITES. Exhibitor is responsible for any additional costs associated with these special requests.

- 9.2 Incoming/Outgoing Shipping Procedures. Shipping arrangements will be made by SITES, and Exhibitor must comply with them. SITES has selected a designated carrier and there are no shipping costs for the Exhibitor unless there are additional costs as referenced in **Section 9.1**.

Exhibitor should receive notice by telephone and an email from the designated carrier no later than seven (7) days in advance of Exhibitor's Display Period. If notice is not received by such date, Exhibitor must immediately contact the SITES Registrar. Under no circumstances will SITES bear any responsibility or liability for damages or costs arising from any delay caused by Exhibitor in receipt of Exhibition from previous venue.

Delivery of Exhibition is door-to-door only. Exhibitor is responsible for all off-loading labor and equipment as well as the associated costs.

Release of Exhibition is door-to-door only. Exhibitor is responsible for ensuring that all crates are packed with all contents as listed on the inventory, having packed crates stationed by outgoing door prior to carrier's arrival, and that all packed crates are transferred to the truck. Photograph(s) demonstrating that all crates are loaded onto the truck must be emailed to SITES Registrar directly after loading.

Non-compliance with SITES' shipping arrangements will result in Exhibitor's financial responsibility for all costs, such as, but not limited to, expedited shipping, overnight airfreight expenses, or overtime personnel charges incurred to provide for the safe and timely delivery of Exhibition to the next venue. Exhibitor shall indemnify SITES for any consequential damages incurred by the next venue as a result of the delay, subject to the limits set forth in **Section 7.3** herein.

10. ADDITIONAL OBLIGATIONS OF EXHIBITOR.

- 10.1 Community Engagement. Due to the high community engagement expectations, the Exhibitor agrees to work with the Community Engagement Coordinator

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(designated in the **Key Terms** above) to identify organizations to partner with; identify goals of the exhibit; and plan a minimum of two pre-approved engagement programs based on the exhibition application. See **Exhibit D** attached hereto.

- 10.2 **Promotion and Public Relations.** Exhibitor agrees to use its best efforts to promote and advertise Exhibition; provided, however, that Exhibitor shall not commence any such promotional activities until this Agreement is executed. For purposes of this **Section 10.2**, best efforts may include, but are not limited to, scheduling press conferences, distributing media packets, organizing media events and conducting public programs. A written description of Exhibitor's public relations plans and strategies to promote and advertise Exhibition shall be submitted to the SITES Public Relations contact (designated in the **Key Terms** above) for written approval no later than six (6) months prior to the commencement of the Display Period or, if less than six (6) months remains before the Display Period commences on the date of Exhibitor's execution of this Agreement, then within thirty (30) days of such execution date.
- 10.3 **Closeout Survey.** Within fourteen (14) days of the end of the Display Period, Exhibitor agrees to complete the online Exhibition closeout survey that SITES will provide by email to Exhibitor. A sample of the closeout survey is attached hereto as **Exhibit E.**
- 10.4 **Press Information and Gallery Photographs.** Within fourteen (14) days of the end of the Display Period, Exhibitor agrees to provide to the SITES Public Relations contact copies of all press clippings and public announcements and one set of Exhibition gallery photographs showing the fully installed Exhibition at Exhibitor's facility. Exhibitor shall also sign a Smithsonian license agreement allowing Smithsonian use of the photographs for standard non-profit museum use including promotion, publicity and archives. A sample of the Smithsonian license agreement is attached hereto as **Exhibit F.**
- 10.5 **Cooperation.** From time to time, SITES may call on Exhibitor to schedule an event on short notice or otherwise request Exhibitor's cooperation and/or the use of Exhibitor's facilities for purposes related to Exhibition. Exhibitor agrees to use its best efforts to accommodate any such requests made by SITES.

11. SUPPLEMENTARY EXHIBITION MATERIALS.

- 11.1 **SITES-Prepared Exhibition Materials.** SITES will provide Exhibitor with registration and installation resources (in digital format and, in some cases, hard-

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copy) for Exhibitor's internal use, at no charge. The SITES materials include educational materials and publications prepared by SITES, including the Smithsonian Learning Lab site and *The Bias Inside Us* website. In the event that SITES produces multiple copies of these educational materials for distribution to the public, SITES will provide Exhibitor with an initial supply for use in connection with Exhibition.

- 11.2 **Mandatory Review of Exhibitor-Produced Exhibition Materials.** Exhibitor shall promptly submit all Exhibition Materials, whether the content thereof has been supplied in whole or in part by SITES or developed in whole or in part by Exhibitor, to the SITES Project Director (designated in the **Key Terms** above) for review prior to publication, production, or use.

In order to facilitate a timely review and response, SITES must receive such materials in draft form at least five (5) business days prior to the date of any applicable deadline for placement, production, printing and/or implementation; in the case of press releases and news media advertisements, a minimum of three (3) full business days is required and Exhibitor must submit the same to SITES for review and approval sufficiently in advance of any deadline for placement.

- 11.3 **Prior Approval of Supplementary Exhibition Materials.** Should Exhibitor wish to create its own materials (including, but not limited to, educational and/or promotional materials) to supplement the Exhibition Materials prepared by SITES, in addition to submitting all such Exhibitor-prepared Exhibition Materials for prior review pursuant to **Section 11.2** above, Exhibitor shall first obtain prior written approval from the SITES Project Director.

12. MERCHANDISE.

Exhibitor shall not produce or allow the production of any merchandise of any kind in connection with Exhibition without the prior written approval of SITES. In the event the Smithsonian Institution produces merchandise (such as posters, note cards, T-shirts, etc.) in conjunction with Exhibition that Exhibitor wishes to purchase for resale, Exhibitor shall purchase such merchandise from the Smithsonian's authorized suppliers only.

13. COPYRIGHT; USE OF NAMES.

- 13.1 The Smithsonian Institution and/or its collaborator(s) own or have secured all rights, including copyright, in and to Exhibition and the Exhibition Materials (as defined in **Section 4.2** above) prepared by SITES. Exhibitor may not reproduce, distribute, display, alter or otherwise use any Exhibition Materials, whether prepared by SITES or by Exhibitor, or any portion thereof, for any purpose without the express written permission of SITES.

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- 13.2 Exhibitor is hereby put on notice that the Smithsonian owns, controls, or has registered the trademarks "Smithsonian," "Smithsonian Institution," and certain other names, along with the Smithsonian's sunburst logo (the "Smithsonian Marks"). Except as expressly provided in this Agreement, Exhibitor shall not refer to the Smithsonian Marks, or to any of the Smithsonian's museums, exhibits, programs, or facilities in any manner or in any medium for any purpose whatsoever, including but not limited to advertising, marketing, promotion, publicity, solicitation, or fundraising. Exhibitor may use the Smithsonian Marks solely in connection with this Agreement, provided that Exhibitor obtains the Smithsonian's prior, written approval, which shall not be unreasonably withheld. This Section 13.2 survives the expiration or earlier termination of this Agreement.

14. TERMINATION.

- 14.1 Cancellation of Reservation. If Exhibitor fails to return this Agreement, duly executed, within thirty (30) days and no alternate arrangements have been agreed upon in writing by SITES, then SITES may, at its discretion, cancel Exhibitor's reservation for Exhibition.

In the event of any such cancellation, neither SITES nor Exhibitor shall have any further liability to the other.

- 14.2 Termination of Agreement by SITES. SITES reserves the right to terminate this Agreement by written notice based on the following:

- 14.2.1 Exhibitor breaches a material term of this Agreement, provided SITES has provided Exhibitor with notice of the breach and Exhibitor has failed to cure the breach within thirty (30) days of receipt of the breach notice (excepting a breach of Exhibit C, for which there is no cure period and termination is immediate upon receipt of notice).
- 14.2.2 Exhibitor has unpaid debts that are due and owing to SITES as of ninety (90) days prior to the first day of the Display Period. Exhibitor agrees that unless it promptly pays the full amount remaining due to SITES, Exhibitor will be in breach of this Agreement;
- 14.2.3 Exhibitor has failed to provide a completed GFR and any additional facility information as required within thirty (30) days of the date of its execution of this Agreement;

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14.2.4 If upon reviewing Exhibitor's GFR, SITES has determined, in the reasonable exercise of its discretion, that Exhibitor's facilities are inadequate to receive and/or display Exhibition, or to meet the security requirements for Exhibition, SITES shall give notice of such determination and termination is given to Exhibitor; or

14.2.5 SITES is unable to secure national sponsors for Exhibition at least one hundred eighty (180) days before the first day of the Display Period, or in the unlikely event that SITES terminates this Agreement for any reason other than those enumerated above, SITES shall not be responsible for any direct or consequential damages or other costs and expenses arising from such termination.

14.3 Termination by Exhibitor. Exhibitor may terminate this Agreement upon written notice to SITES; however, any such termination shall not relieve Exhibitor of its obligation to pay storage and shipping fees related to Exhibition, as set forth in **Section 6.3** above.

In the event Exhibitor cancels Exhibition, SITES shall make every reasonable effort to find a suitable, substitute venue (the "Substitute Venue") to cover the Display Period. Though not required by this Agreement, Exhibitor may also make a reasonable effort to find a Substitute Venue which is subject to SITES' final approval.

14.3.1 Should Exhibitor cancel Exhibition prior to the Display Period, and the Smithsonian and/or a third-party have not already paid applicable shipping fees, Exhibitor will not be responsible for paying shipping fees; however, in the event a Substitute Venue is not secured within 180 days, Exhibitor shall be responsible for storage and shipping fees and shall pay same within thirty (30) days of the date of invoice (described in **Section 6.3**).

14.3.2 Notwithstanding anything to the contrary contained in this **Section 14.3**, if SITES is able to recover all or part of the amount due from or paid by Exhibitor from the Substitute

Venue for the same Display Period, then SITES will credit recovered amounts to Exhibitor, minus direct and indirect costs incurred by Smithsonian, to procure a Substitute Venue.

14.4 Force Majeure. Excluding payment of monies due, neither party shall have any liability to the other for any delay or failure to perform, in whole or in part, or for any cancellation in connection with performance of any obligations hereunder, if such failure or cancellation is due to any cause beyond its reasonable control, including, but not limited to, acts of God, war, riots, civil disturbances, government regulation, fires, floods, strikes, terrorist acts or credible threat of

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

same, lock-outs, labor disputes, failures in public supply of utilities or any other causes beyond the control of either party whether similar or dissimilar to the foregoing.

15. MISCELLANY.

- 15.1 Not a Partnership. This Agreement is an agreement between two independent parties and shall not be deemed or construed to make either party an agent, representative, employee, partner, joint venture or associate of the other party. Exhibitor has no power or authority to act for, represent, or bind SITES, the Smithsonian Institution, or any entity affiliated with the Smithsonian Institution in any manner.
- 15.2 Confidentiality. The financial terms of this Agreement are considered proprietary information and shall be kept confidential by Exhibitor, its directors, officers, representatives and employees. Confidential information may be disclosed: (a) to immediate legal and financial consultants as required in the ordinary course of business, provided that such consultants agree to be bound by this provision; (b) as necessary to comply with any law, code, rule or regulation (including the Alabama Open Meetings Act and the Alabama Open Records Act), or (c) to any court or governmental authority pursuant to law, or valid court order, provided that Exhibitor shall assert the confidential nature of the information to be disclosed, immediately notify SITES of the requirement or order to disclose in advance of disclosure and comply with any protective order instituted by the court or governmental authority. The obligation to maintain the confidentiality of such information shall continue until the expiration of three (3) years from the termination or expiration of this Agreement. The Smithsonian Institution is a trust instrumentality of the United States and has adopted a written policy for responding to requests for Smithsonian Institution records, including paper documents, electronic data, email, contracts, and other information stored or maintained by the Smithsonian, consistent with the principles of disclosure under the Freedom of Information Act, 5 United States Code (U.S.C.), §552 as described at <https://www.si.edu/OGC/Records-Requests>. Any requests submitted to the Smithsonian for records related to this Agreement will be processed in accordance with the Smithsonian's records disclosure policy.
- 15.3 Change in Operating Name and/or Management. Exhibitor must provide written notice to SITES if Exhibitor changes its name or a significant portion of its operating management. Any such changes shall not operate as a waiver of Exhibitor's obligations under this Agreement.

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

15.4 Examination of Records. Exhibitor agrees that for a period of three (3) years after the expiration or termination of this Agreement or on the date final payment under this Agreement is received by SITES, whichever is later, the Smithsonian or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, or records of Exhibitor relating to Exhibition at Exhibitor's principal place of business during regular working hours and may make copies or extracts there from with appropriate safeguards, if any, for confidentiality.

15.5 Notices. For purposes of liaison and direction in contractual interpretation matters, dispute resolution or for modification of this Agreement, the following authorized representatives shall represent each party. All notices shall be given by U.S. certified mail, postage prepaid, return receipt request, express overnight courier, or other method evidencing receipt:

If to SITES:

Smithsonian Institution Traveling Exhibition Service
470 L'Enfant Plaza East, SW
Suite 7103, MRC 941
Washington, DC 20024

Authorized Representative: Marc Wynne, Deputy Director for Operations

If to Exhibitor:

City of Huntsville
308 Fountain Circle
Huntsville, Alabama 35801

Authorized Representative: Kenny Anderson, Director, Office of Diversity, Equity & Inclusion

SITES and Exhibitor shall promptly advise one another in writing of any substitution of said representatives.

15.6 Amendments/Assignments. No amendments, modifications or waivers to this Agreement shall be valid unless in writing and signed by all parties to the Agreement. No assignment shall be permitted absent the written approval of all parties to this Agreement. This Agreement shall be binding upon the successors and assigns of the parties.

15.7 Waiver and Breach. The waiver by either party or the failure by either party to claim a breach of any of the provisions of this Agreement shall not be, or be construed to be, a waiver of any subsequent breach, whether of similar or dissimilar nature, or in any way affect the effectiveness of such provision, or a

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

waiver by such party of its rights to insist at any subsequent time upon the full performance of any of the terms of this Agreement.

- 15.8 Severability. If any term or provision of this Agreement shall be held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.
- 15.9 Captions and Headings. The captions and headings contained in this Agreement have been inserted for reference and convenience only and in no way define, limit, or describe the text of this Agreement or the intent of any provision.
- 15.10 Counterparts. This Agreement may be executed in counterparts, with each copy having the effect of an original.
- 15.11 Applicable Law. This Agreement shall be governed by and construed in accordance with applicable federal laws and the laws of the District of Columbia regardless of the place of its execution or performance.
- 15.12 Entire Agreement. This Agreement, including the **Key Terms** and all Exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all previous negotiations, representations, and agreements on this matter. There are no other written or oral agreements, representations, or understandings with respect to the subject matter of this Agreement.

This Agreement shall not be deemed effective, final, or binding upon Exhibitor or the Smithsonian Institution until it is signed and dated by each party's authorized representative.

Accepted and Agreed:

For Exhibitor

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

Tommy Battle, Mayor
City of Huntsville

Date

For Smithsonian Institution

Marc Wynne, Deputy Director for Operations
Smithsonian Institution Traveling Exhibition Service
!

Date

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

Exhibit

This Exhibit is incorporated into and made a part of Agreement by and between the City of Huntsville ("Exhibitor") and the Smithsonian Institution Traveling Exhibition Service ("SITES").

A

the

Exhibition Checklist

**** Checklist will be sent once final****

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

Exhibit

This Exhibit is incorporated into and made a part of Agreement by and between the City of Huntsville ("Exhibitor") and the Smithsonian Institution Traveling Exhibition Service ("SITES").

B

the

National Sponsor(s) Rights and Benefits

Current and future national sponsors shall be entitled to the following rights and benefits from or involving Exhibitor:

The Recognition Line for the national sponsor(s) must appear first, foremost and most prominently in any use of names, logos or logo faces, in form and appearance approved by SITES, in any and all brochures, advertisements, educational and public programming materials, event invitations, Websites/pages for or about Exhibition, and any other materials in any media produced by or for Exhibitor relating to Exhibition, regardless of any local or other sponsorship or underwriting of any of the foregoing.

Recognition of the national sponsors in a Recognition Line (but without logos) in all press or media releases for Exhibition produced by Exhibitor.

Placement of the Recognition Line for local sponsors shall be below and in smaller typeface than that of the national sponsors. No logo of a local sponsor may appear without the logo of the national sponsors.

The opportunity to host either Exhibition opening or another Exhibition-related, onsite event(s) at Exhibitor, at the sponsor's expense but with all applicable facility and/or rental fees waived by Exhibitor. If Exhibitor is the premier host venue and if there is an opening event for Exhibition, the national sponsor(s) will be invited to participate and to speak if there is a speaking program, whether or not they are also the host of the event.

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

Exhibit

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C

the

Security, Care and Display Requirements

This Exhibition has been designated **MODERATE SECURITY**. It will be offered only to those institutions able to meet the Smithsonian's requirements set forth herein.

General guidelines are given below for gallery spaces as well as for crate storage and staging areas. These are minimum requirements. Guidelines are subject to change based on lender requirements. Notice, along with the updated guidelines, will be provided to Exhibitor should any changes occur.

Current AAM General Facility Report (GFR) must be reviewed and approved by SITES.

SITES will provide Exhibitor with written instructions (Registration and Installation Resources in the Exhibitor Support Materials) for the receipt, movement, unpacking, handling, storage, installation, display, packing, and shipping of Exhibition. Exhibitor shall ensure strict adherence to all such instructions and requirements.

Failure to provide security equal to or greater than that required herein for Exhibition may result in Exhibitor's liability for loss or damages. SITES registration staff is happy to answer any questions about security requirements.

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

Exhibit

This Exhibit is incorporated into and made a part of Agreement by and between the City of Huntsville ("Exhibitor") and the Smithsonian Institution Traveling Exhibition Service ("SITES").

The following conditions must be met for this Exhibition, *The Bias Inside Us*.

Space

- This Exhibition requires a minimum of 1500 square feet of space.
- Exhibitor must have controlled access gallery(ies) of sufficient area, wall space, ceiling height, and wall strength to accommodate Exhibition.
- Exhibition cannot be displayed in an open mall, hallway, lounge area, or temporary structure.
- Exhibitor must provide locked, environmentally stable interior
- Exhibition storage and staging areas with sufficient space to ensure the safe handling of Exhibition at all times.
- All gallery preparation work, especially painting and construction, must be completed at least 48 hours before Exhibition is brought into the gallery.
- Smoking (including electronic cigarettes), eating, and drinking are prohibited in Exhibit Space and staging and storage areas.
- Functioning fire prevention systems and fire protection devices that alert guards and/or local fire department must be available in Exhibit Space and staging and storage areas.

Initials (Exhibitor) _____

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Fire prevention and protection systems, as required by law, must meet local ordinances and are subject to SITES' advance, written approval.

- No part of Exhibition may be stored, crated, or moved off premises without prior written authorization from the SITES Registrar.
- Empty crates and other packing materials for objects must be stored indoors, with lids on and bolted, in a secured, pest-free, and temperature and relative humidity- controlled storage space. Empty crates for all other Exhibition materials do not need humidity controlled storage, but all other requirements stated above apply.

Environmental Controls

- Exhibitor must have a recording hygrothermograph(s) or comparable equipment in Exhibit Space.
- Exhibit Space and staging, and storage areas must have continuous temperature and humidity controls to guarantee an environment a stable environment of 65 - 75 degrees Fahrenheit and 35 - 55% relative humidity, with no extreme spikes.
- Light levels must not exceed 30 foot candles. All doors and windows that allow natural light into Exhibit Space must be draped or shaded.
- Direct sunlight must be eliminated to prevent fading of Exhibition components.
- All lighting sources capable of producing UV light must be filtered.

Protection

- Exhibitor is responsible for the safety and security of Exhibition at all times while it is on Exhibitor's premises.
- Guards or other trained personnel must be present during truck off-loading, unpacking, installation, de-installation, packing, and load-out.
- Exhibition must be under continuous human surveillance during public hours. The supervising person, which can include docents or volunteers, may be performing other duties in addition to watching Exhibition, so long as the entrance and exit to Exhibition remain within view at all times.
- Security cameras may not substitute for human guards during public hours and special events.
- Guards need not be armed.
- Exhibition must be secured during closing hours, including either periodic checks of Exhibit Space by guard personnel or adequately monitored electronic surveillance to detect motion, heat, and smoke. (For the purpose of this Agreement, closed-hours is defined as any time of the day or night during which Exhibition is not open for viewing.)
- Packed crates must never be left unattended in areas that are not locked or secured.

Initials (Exhibitor) _____

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Collections and Exhibition Management

- Upon receipt of Exhibition, all crates must be placed in a secure area and acclimate for 24 hours prior to unpacking.
- Empty crates must acclimate to Exhibit Space 24 hours prior to re-packing, at the close of Exhibition.
- Exhibition is accompanied by a cumulative condition report book with entries for each object and component. Exhibitor is required to complete an entry on the condition of each item in Exhibition during unpacking and re-packing.
- The Incoming and Outgoing Condition Report Summaries must be completed and returned to SITES Registrar within 48 hours of unpacking and repacking.
- Exhibitor shall also examine the condition of Exhibition installation materials upon unpacking and periodically thereafter, and report any malfunctions, impairment of condition, breakage, damage or loss to SITES immediately. If such notice is not given and Exhibitor effects repairs at its own expense, SITES will not pay for such costs. If repair or replacement costs are prepaid by SITES and SITES determines the work is reimbursable, Exhibitor agrees to pay SITES' invoice upon receipt. Exhibitor shall be responsible for repair and/or replacement of parts or components of Exhibition due to negligence while Exhibition is in the possession and control of Exhibitor. Unauthorized repairs or replacements are not permitted.
- No object or AV items in Exhibition may be cleaned, altered, or modified without prior written permission from the SITES Registrar. Exhibition structure, including brackets and hanging hardware, may not be altered or modified and must be used as instructed.
- Follow cleaning instructions for components provided in the Registration and Installation Resources folder in the Exhibitor Support Materials.
- All handling, unpacking, installation, de-installation, and re-packing of AV items and Exhibition components must be performed by professional museum staff trained in handling, packing, and installing works of art. Volunteers and interns may not handle the Exhibition.
- Exhibitor must provide a minimum of three (3) professional exhibition preparators installing Exhibition components (structure, graphics, interactives, and AV) truck off-loading, unpacking, placement, installation, de-installation, packing, and truck loading.
- A member of Exhibitor's professional collections management or conservation staff must check Exhibition once daily in order to note any changes or damage. SITES must be notified immediately of any change or damage to objects, AV items, or other Exhibition components.
- Exhibitors in seismic zones must provide SITES with a plan for securing Exhibition objects 6 months in advance of opening.
- Exhibition includes AV, electronic inter-actives, and mechanical inter-active components. Exhibitor must provide staff to install, trouble-shoot and maintain these components.
- SITES will provide supplementary instructions for the daily use, maintenance, installation, and de-installation of all interactive and technical components. Exhibitor shall

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

ensure strict adherence to such instructions and agrees to provide at least one staff person, or person on contract, with relevant experience for the duration of the Display Period to oversee and maintain any interactive components.

- The use of selfie sticks is prohibited.
- Publicity photographs require prior approval by SITES. Photography for condition reporting purposes is permitted; please forward these images to the SITES Registrar.
- Any images of Exhibition crates used for traditional or social media must have the identifying markers (SITES' name and Exhibition number) blurred in order to maintain security protocols.

Shipping and Receiving

- Exhibition is anticipated to be shipped to each venue in a 53' tractor trailer. Exhibition must be off-loaded directly from the truck into the facility. Any plans that deviate from these requirements must be approved in advance by the SITES Registrar.
- Exhibition will be shipped by a SITES approved designated carrier.
- Exhibition crates may **not** be stacked in the truck unless otherwise indicated on the crate list.
- Exhibition contains oversized crates. The largest crates in this Exhibition are 59 x 94 x 30 feet. Exhibitor must have the facility, staff or contractors, and equipment required for safe receipt of crates and movement into storage and gallery.
- Exhibition contains crates that weigh up to 800+ pounds. Exhibitor must have the facility, staff or contractors, and equipment required for safe receipt of crates and movement into storage and gallery.
- Crates may not be tipped or turned on their sides. Tipping could cause damage to the contents inside.
- Exhibitor's responsibility for the components of Exhibition includes the crates and other packing materials. The conditions of the materials must be noted at both receipt and outgoing shipment of Exhibition. Exhibitor may be held liable for any damage to the crates and packing materials noted by the venue following Exhibitor that Exhibitor had not previously noted and reported to SITES. If crates are delivered damaged: Exhibitor must indicate that damage on any receipts Exhibitor is asked to sign by the shipping company (Bills of Lading, etc.). If Exhibitor does not have time to inspect each crate, then on the carrier's receipt Exhibitor must write "condition pending inspection" before signing.

For any questions regarding this material, please contact the SITES Registrar Margaret Leahy, leahym@si.edu, (202) 633-5031.

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Initials (Smithsonian Institution) _____

**In the event of damage or theft, immediately contact the
SITES General Registrar Line for instructions:**

202-633-3170

*****24 hours a day / 7 days a week*****

Exhibit D

This Exhibit is incorporated into and made a part of the Agreement by and between the City of Huntsville ("Exhibitor") and the Smithsonian Institution Traveling Exhibition Service ("SITES").

*****Attach completed venue host application*****

Kenneth Anderson

kenny.anderson@huntsvilleal.gov

Submission Date	Apr 21, 2021 2:57 PM
Organization Name	City of Huntsville Office of Diversity, Equity & Inclusion
Name of Person Submitting this application	Kenneth Anderson
Applicant's Email Address	kenny.anderson@huntsvilleal.gov
Tell us how your organization is working to interact with its community.	The City of Huntsville's Office of Diversity, Equity and Inclusion supports citywide projects that strengthen organizations to attain a multicultural workforce, assesses diverse community needs in the context of multiculturalism, provides technical support and advice to the Human Relations Commission, neighborhood associations, and community watch groups and promotes social justice among diverse groups across the city.
Tell us which organizations you intend to partner with to bring the project to your community.	The University of Alabama Office of Diversity, Equity and Inclusion HudsonAlpha Institute of Biotechnology Oakwood University Drake State Community & Technical College Calhoun Community College Alabama A&M University Committee of 100 Interfaith Mission Service Google Fiber Facebook Phoenix Huntsville/Madison County Chamber of Commerce North Alabama African American Chamber of Commerce Huntsville Area Association of Realtors Huntsville Association of Real Estate Brokers Others

Initials (Exhibitor) _____

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What community/organizational goals would The Bias Inside Us help you meet?

Inspire community members to engage in critical thinking about implicit bias

Educate community members about the role that implicit bias plays in everyday life and present opportunities to advance the cause of community building and social justice

Demonstrate our ongoing commitment to create a beloved community where all people feel valued and affirmed and can participate in the fullness of citizenship

The Bias Inside Us tells the national narrative of bias and it's up to host communities to share their local perspective - each host community is responsible for creating local engagement activities that further the learning. What are examples of engagement activities you hope to develop to continue the project's conversation in your community?

The Future & Beyond Diversity, Equity & Inclusion Forum- a local community conversation about implicit bias and its impact on society

Collaborate with local institutions of higher education on community service learning projects for students that operationalize diverse people coming together to build the community

Since this project includes a local engagement component, you may hope to host it concurrently with another event in your community and therefore have a particular timing request. If so, please indicate below which dates work best for your

We are flexible and would be honored to be selected as a host for this important event.

Exhibit E

This Exhibit is incorporated into and made a part of the Agreement by and between the City of Huntsville ("Exhibitor") and the Smithsonian Institution Traveling Exhibition Service ("SITES").

Sample Exhibitor Closeout Survey

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

This survey is required for all SITES exhibitors. This advance copy is being provided for your convenience. After your exhibition closes, you will receive an email with a link to complete the survey online.

Organization Name:

Exhibition Name:

Exhibition Opening Date:

Were our exhibitor support materials available in plenty of time to support your planning for this exhibition?

- ☐ Yes
- ☐ No

Please evaluate our exhibitor support materials.

	Exceeded Expectations	Met Expectations	Below Expectations	Did Not Use	Was not Included in my Support Package
General Information	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Exhibition Materials	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Logistics	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Publicity	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other Resources	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

Please rate your experience in regard to the shipping / arrival, installation, deinstallation, and outbound shipping for this exhibition.

	Exceeded Expectations	Met Expectations	Below Expectations
Shipping / arrival	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Installation	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
De-installation	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Outbound shipping	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

What impact(s) did this exhibition have on your organization?

	Exceeded Expectations	Met Expectations	Below Expectations	Not Applicable
Additional income/revenues	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Increased membership	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
New clientele/audiences	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Increased publicity	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Increased connection to local community	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Did you see increased participation from any of the following groups? Please check all that apply.

- ☒ School groups
- ☒ Families
- ☒ Locals
- ☒ Tourists
- ☒ First-time visitors ☒ Millennials
- ☒ Underserved audiences

Did you have a specific target audience in mind for this exhibition? If so, list the audience below.

Were you successful in reaching this audience?

☐ Yes ☐ No

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

What was your overall museum attendance while our exhibition was on display?

What was the approximate attendance for our exhibition?

Based on your expectations, attendance at our exhibition:

- ☐ Exceeded expectations ☐ Met expectations ☐ Was below expectations ☐ Unsure

What programs or special events did you host in conjunction with our exhibition?

If you count attendance separately for programs or special events, please enter the approximate attendance for the ones you hosted in conjunction with our exhibition:

How do you keep track of attendance?

- ☐ Ticket sales
☐ Automatic attendance counters ☐ Hand counting ☐ Estimates
☐ Visitor engagement with electronic exhibit components
☐ Other

Did your organization use social media to promote this exhibition?

- ☐ Yes
☐ No

Which channel(s) did you use?

- ☐ Facebook
☐ Twitter
☐ YouTube
☐ Instagram
☐ Flickr
☐ Google+ ☐ Pinterest
☐ Tumblr
☐ Snapchat
☐ Foursquare

Approximately how many followers does your organization have on social media?

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- ☐ Less than 5,000 ☐ 5,000 - 10,000 ☐ 10,000 - 25,000 ☐ 25,000 - 50,000 ☐ 50,000 - 100,000
- ☐ More than 100,000

What factors did you consider in your decision to choose a SITES exhibition?

- ☐ Topic of exhibit
- ☐ Specific features within the exhibit
- ☐ Price
- ☐ Quality
- ☐ Smithsonian name / reputation
- ☐ Interaction with SITES staff / level of service
- ☐ Other reason(s) - please explain below

How did this exhibition meet your expectations, overall?

	Exceeded Expectations	Met Expectations	Below Expectations
Exhibition Quality	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Exhibition Value	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Working with SITES	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Would you like to work with SITES again?

- ☐ Yes ☐ Maybe
- ☐ No

Do you have any thoughts about how we could have improved this exhibition?

Exhibit F

This Exhibit is incorporated into and made a part of the Agreement by and between the City of Huntsville ("Exhibitor") and the Smithsonian Institution Traveling Exhibition Service ("SITES").

Sample License Agreement (Photos from Exhibitor)

[I, _____, hereby grant] or [venue name] hereby grants to the Smithsonian Institution Traveling Exhibition Service (SITES) of the Smithsonian Institution (hereinafter "Smithsonian") a royalty-free, irrevocable, and non-exclusive license to use image(s) specified below for standard non-profit museum uses. Such uses shall include, but not be limited

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

to, exhibition, promotion, publicity, Smithsonian website pages, educational activities, archives, research, brochures, and other non-profit, educational publications created by or on behalf of Smithsonian. For these purposes, publications shall mean print, digital, electronic, and all other forms of media.

RESTRICTIONS ON USE OF MATERIALS, if any:

TYPES OF MATERIALS (please check):

☐ Digital Files ☐ Photographs ☐ Illustrations
☐ Textual Materials ☐ Audiotape ☐ Videotape
☐ Other (describe) _____

DETAILED DESCRIPTION OF MATERIALS:

CREDIT LINE AND/OR CAPTION:

ADDITIONAL PERMISSIONS NEEDED, IF ANY (for example, copyright owner, subjects in photographs, illustrations in text)

FEE (if required) _____

DISPOSITION OF MATERIALS AFTER USE (please check one):

☐ Return to owner ☐ May be retained ☐ Not applicable

WARRANTY: I warrant and represent that I am the owner of the materials described, including copyright, and that I have the full authority to grant the requested license. If the materials include materials for which multiple permissions are required (for example, subjects depicted in photographs), I warrant that I have obtained all necessary permissions, including without limitation, copyright and rights of privacy and publicity, from the rights-holders or have specified on the "Additional Permissions" line above, all additional permissions that the Smithsonian must obtain in order to fully exercise the rights granted herein. I will indemnify and hold harmless the Smithsonian Institution from any claim, cause or allegation asserted by a third

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Initials (Smithsonian Institution) _____

party against the Smithsonian Institution for infringement or violation of copyright or other rights based on its use of the materials.

Name (please print) Signature Date

Organization

Address

Telephone Number FAX Number E-mail address

Smithsonian Unit Procurement Officer Date

Exhibit G

This Exhibit is incorporated into and made a part of the Agreement by and between the City of Huntsville ("Exhibitor") and the Smithsonian Institution Traveling Exhibition Service ("SITES").

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

Limitations from Alabama Code

§ 11-47-190. When municipality liable; joint liability of other..., AL ST § 11-47-190

Code of Alabama

Title 11. Counties and Municipal Corporations. (Refs & Annos)

Subtitle 2. Provisions Applicable to Municipal Corporations Only. (Refs & Annos)

Chapter 47. Powers, Duties, and Liabilities Generally. (Refs & Annos)

Article 8. Liability for Negligence of Agents, Etc. (Refs & Annos)

Ala.Code 1975 § 11-47-190

§ 11-47-190. When municipality liable; joint liability of other persons or corporations.

Currentness

No city or town shall be liable for damages for injury done to or wrong suffered by any person or corporation, unless such injury or wrong was done or suffered through the neglect, carelessness, or unskillfulness of some agent, officer, or employee of the municipality engaged in work therefor and while acting in the line of his or her duty, or unless the said injury or wrong was done or suffered through the neglect or carelessness or failure to remedy some defect in the streets, alleys, public ways, or buildings after the same had been called to the attention of the council or other governing body or after the same had existed for such an unreasonable length of time as to raise a presumption of knowledge of such defect on the part of the council or other governing body and whenever the city or town shall be made liable for damages by reason of the unauthorized or wrongful acts or negligence, carelessness, or unskillfulness of any person or corporation, then such person or corporation shall be liable to an action on the same account by the party so injured. However, no recovery may be had under any judgment or combination of judgments, whether direct or by way of indemnity under Section 11-47-24, or otherwise, arising out of a single occurrence, against a municipality, and/or any officer or officers, or employee or employees, or agents thereof, in excess of a total \$100,000 per injured person up to a maximum of \$300,000 per single occurrence, the limits set out in the provisions of Section 11-93-2 notwithstanding.

Credits

(Code 1907, § 1273; Code 1923, § 2029; Code 1940, T. 37, § 502; Acts 1994, No. 94-641, p. 1202, § 1.)

Notes of Decisions (222)

Ala. Code 1975 § 11-47-190, AL ST § 11-47-190

Current through the end of the 2021 Regular Session, the end of the 2021 First Special Session, and the end of the 2021 Second Special Session.

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Code of Alabama

Title 11. Counties and Municipal Corporations. (Refs & Annos)

Subtitle 3. Provisions Applicable to Counties and Municipal Corporations. (Refs & Annos)

Chapter 93. Tort Claims and Judgments Against Local Governmental Entities. (Refs & Annos)

Ala Code 1975 § 11-93-2

§ 11-93-2. Maximum amount of damages recoverable against governmental entities: settlement or compromise of claims not to exceed maximum amounts.

Currentness

The recovery of damages under any judgment against a governmental entity shall be limited to \$100,000.00 for bodily injury or death for one person in any single occurrence. Recovery of damages under any judgment or judgments against a governmental entity shall be limited to \$300,000.00 in the aggregate where more than two persons have claims or judgments on account of bodily injury or death arising out of any single occurrence. Recovery of damages under any judgment against a governmental entity shall be limited to \$100,000.00 for damage or loss of property arising out of any single occurrence. No governmental entity shall settle or compromise any claim for bodily injury, death or property damage in excess of the amounts hereinabove set forth.

Credits

(Acts 1977, No. 673, p. 1161, § 2.)

Notes of Decisions 139

Ala. Code 1975 § 11-93-2, AL ST § 11-93-2

Current through the end of the 2021 Regular Session, the end of the 2021 First Special Session, and the end of the 2021 Second Special Session.

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