

CONTRACT for the hire of Brick Dinos to Milwaukee County Zoo

Whereby,

The Customer:

Milwaukee County Zoo, 10001 W Bluemound Rd, Milwaukee, WI 53226, USA

Agrees to the hire of goods from:

The Supplier:

"Universal Exhibition Group, Inc.", with its registered office at: Unit A210, Regent Village East, Grace Bay Road, Providenciales, Turks and Caicos Islands, BWI

These goods to be defined as:

Deliverables	Purchase or hire
Brick Dinos exhibition, complete	Hire

Delivery costs are to be NOT INCLUDED.

The Goods to be delivered to: Milwaukee County Zoo, 10001 W Bluemound Rd., Milwaukee, WI 53226, USA according to the following schedule (dates are subject to change):

Delivery commences	May 17, 2019
Delivery concludes	May 19, 2019
Collection commences	September 3, 2019
Collection concludes	September 5, 2019

For use within the Term of **May 22nd, 2019 until September 2, 2019 (the "Term")** within the Territory of: Milwaukee County Zoo

And to be paid for according to the following schedule:

All amount(s) due hereunder shall be sent by wire transfer against valid invoice and be received no later than the due date,

Instalment	Date Payment Due	Amount
1	TBC (Contract signing)	35,000 USD
2	January 31, 2019	70,000 USD
3	May 22 2019	35,000 USD
TOTAL DUE:		140,000 USD

Including agreement of all items contained within the following schedules:

Schedule	Initial
Brick Dinos Schedule (export from Salesforce 2.2.18), Attachment A	
Brick Dinos Theming v1.0, Attachment B	
Brick Dinos - Venue Rider v1.02, Attachment C	
Branding Guidelines - All tours 1.33, Attachment D	
Estimated Production Costs Schedule, Attachment E	
Initial Proposal Schedule, Attachment F	
Insurance Values Schedule, Attachment G	
Milwaukee County Vendor Travel Reimbursement Policy, Attachment H	

SIGNATURE PAGE FOLLOWS:

Signatures

We the undersigned acknowledge that we have read and understood the terms and conditions of this agreement and agree that they will be adhered to in detail.

Universal Exhibition Group Inc.

By: _____ Date: _____
Christian Papachristou Director

Milwaukee County Zoo

By: _____ Date: _____
Charles Wikenhauser, Director

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Community Business Development Partners

Reviewed by:

Approved for execution:

By: _____ Date: _____
Risk Management

By: _____ Date: _____
Corporation Counsel

Reviewed and approved per insurance and indemnification language only. Certificate(s) of Insurance evidencing compliant coverage must be submitted to Risk Management and approved prior to exhibit installation date. Failure to prove insurance will disqualify vendor from participation.

Approved:

Approved:

By: _____ Date: _____
Comptroller

By: _____ Date: _____
County Executive

Approved as compliant under Wis. Stats. § 59.42(2)(b)5, Stats.

By: _____ Date: _____
Corporation Counsel

CONTRACT TERMS AND CONDITIONS

- 1 INTERPRETATION
 - 1.1 Payment is the total due as set out according to this contract.
 - 1.2 Until this Contract is signed, the Payment detailed in this contract is a Quotation, valid for 15 (fifteen) days from date of issue.
 - 1.3 The Customer includes any person acting on their behalf, to include employees, agents, servants and/or subcontractors.
 - 1.4 Delivery date is when the Deliverables are to be delivered to, as detailed in this contract.
 - 1.5 Location is where the Deliverables are to be delivered and/or displayed, as detailed in this contract.
 - 1.6 The Deliverables include any services or physical assets supplied, whether rented or sold, as detailed in this contract.
 - 1.7 This Contract shall only come into force when the Contract has been fully executed by both Parties.
 - 1.8 The Territory is the geographic limit of any rights assigned to the Customer by the Supplier. For this Contract, the Territory is defined as Milwaukee County, State of Wisconsin, United States of America.
 - 1.9 Schedules are additional documents, and form part of this Contract as if set out in full in this Contract. Any reference to this Contract includes the Schedules.
 - 1.10 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
 - 1.11 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular and words denoting any gender include all genders.
 - 1.12 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assignees.
 - 1.13 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
 - 1.14 Prohibited Theme shall mean any reference to Drugs, Alcohol, Tobacco, or any other material that is materially ill-suited to a connection with a children's' toy.
 - 1.15 A reference to writing or written includes fax.
 - 1.16 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
 - 1.17 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2 TERMS OF USE
 - 2.1 Subject to earlier termination in accordance with the terms of this agreement, The Customer is permitted to use The Deliverables for the Term.
 - 2.2 The Customer shall use the Models and any other equipment provided by The Supplier and shall produce and put on The Deliverables in accordance with the terms of this agreement, in accordance with all applicable laws and any other requirements which may be notified in writing to The Customer by The Supplier or by LEGO Corporate Legal Group from time to time.
 - 2.3 The Customer may charge any fee they see fit to a third party or to members of the public to visit The Deliverables at the location.
 - 2.4 The Customer shall not replicate the Models or The Deliverables.
 - 2.5 The Customer may rent The Deliverables to a third party or display The Deliverables at The Location. The Customer may NOT re-license or sub-license The Deliverables to a third party without prior written permission from The Supplier.
 - 2.6 The Customer may promote The Deliverables in any market through the use of any media that The Customer sees fit, provided that such media must not promote or be associated with a Prohibited Theme and details of such promotion must be sent to The Supplier for prior written approval. All costs associated with any marketing will be at The Customer's expense. The Customer must obey the following terms when marketing or promoting The Deliverables in any way, together with any additional reasonable requirements which may notified by The Supplier in writing from time to time:
 - 2.7 Whether it may prove necessary mentioning the creator, The Customer must NOT state, suggest or imply that they, or any other party than The Supplier, is the creator of The Deliverables or any of the LEGO models or content therein.
 - 2.8 The design of all Models, custom LEGO sets, mosaics and any other LEGO brick built items which may be produced by The Supplier remains the intellectual property of The Supplier.
 - 2.9 The Customer must NOT alter, add to or in any way modify any of the LEGO Models in The Deliverables without prior written consent from The Supplier.

- 2.10 The Customer shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the intellectual property rights of The Supplier or LEGO or the reputation or goodwill associated with such intellectual property rights or with The Supplier or LEGO, or that may invalidate or jeopardise any registration of any registered intellectual property rights.
- 2.11 No elements from The Deliverables may be combined, in any way, with any non-LEGO products. The Customer shall not sell, use, display or promote (directly or indirectly) any products which are similar to LEGO products at The Location where The Deliverables is being displayed or used or in any marketing campaign which relates to The Deliverables.
- 2.12 Note that ONLY approved consumables may be used, i.e. ONLY LEGO® brand bricks may be used within the Deliverables area or sold in related retail outlets.
- 2.13 Where the Deliverables comprise a packaged exhibition tour, no additional LEGO or non-LEGO items may be added to the exhibition in the same display space, or under the same marketing without consent from the Supplier
- 2.14 Additional LEGO models may not be displayed in conjunction with the Deliverables without consent from the Supplier.

3 GENERAL

- 3.1 These Contract Terms and Conditions shall apply to the Contract and shall supersede any other documentation or communication between parties.
- 3.2 Any changes to this document must be made in writing and signed by both Parties.
- 3.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which either Party may be entitled in relation to the Deliverables, by virtue of any statute, law or regulation.
- 3.4 Any reference in these Terms and Conditions to legislation, statute, regulation or provision thereof shall be construed as a reference to that legislation, statute, regulation or provision as amended, enacted or extended at the relevant time.
- 3.5 Any typographical, clerical or other error or omission in any sales literature, quotation or price list, acceptance of offer, invoice, website or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

4 LICENCE

- 4.1 The Supplier hereby grants the Customer a non-exclusive licence to make use of the Deliverables in the Territory for the duration of the Term. Title to the Deliverables remains with the Supplier at all times, except where the Deliverables have been purchased outright by the Customer and full payment has been made. Where hired, the Customer has no right, title or interest in the Deliverables except that it is hired to the Customer for the Term.
- 4.2 The Customer must not deal with the title or any interest in any Deliverable unless outright purchase has been completed. This includes, but is not limited to: selling, assigning, mortgaging, pledging, charging, securing, hiring, exercising a lien and/or lending.

5 SHIPPING, STORAGE AND DELIVERY

- 5.1 The Models will be packed by The Supplier as necessary, details of which are within the attached schedules. The Supplier will confirm to The Customer the equivalent volume of shipping containers that the plinths, flight cases and all other materials for The Deliverables will require to be transported. Unless otherwise agreed in the fee and outlined in the schedule, it will be the responsibility of The Customer to agree a date for collection with The Supplier and to provide suitable shipping for transportation of The Deliverables on that date to any location where The Customer has arranged for it to travel. All costs associated with shipping will be met by The Customer.
- 5.2 The Customer will be responsible for shipping costs not to exceed \$12,000 USD round trip,, including any storage containers, additional packaging materials or other costs to move The Deliverables from The Supplier to a location where The Customer has arranged for The Deliverables to visit. The Customer will also be responsible for shipping costs not to exceed \$12,000 USD round trip, including any storage containers, additional packaging materials or other costs to move The Deliverables from any one location to another during the Term.
- 5.3 Where the Supplier agrees to deliver and collect the Deliverables, the Supplier may or may not charge a reasonable price to be confirmed before delivery, according to this contract. Prior to delivery, the Supplier shall ensure that the Deliverables subject to hire is in good working order. Should a venue be booked before or after Milwaukee County Zoo, then the Customer will only pay for one-way shipping .
- 5.4 The Supplier will set up the delivery and logistics involved in delivering the exhibit to the customer, the customer will be billed for the actual shipping costs not to exceed \$12,000 USD for round trip. The

- Supplier will provide any information required by The Customer for the purposes of shipping The Deliverables to any location as such time as the information is required.
- 5.5 The Deliverables requires experienced LEGO builder(s) from The Suppliers' team to oversee the installation and tear-down of The Deliverables. It is a requirement, therefore, that The Suppliers' staff is in attendance at each installation and tear down of The Deliverables. To allow The Supplier to arrange for a staff to be available, The Customer shall provide The Supplier with at least 30 days' prior written notice of each date for installation and tear-down of The Deliverables.
- 5.6 Outside of the mainland UK, all travel and accommodation expenses for this staff member to be present will be paid for by The Customer. The Suppliers' staff will fully co-operate with The Customer's production manager for the load-in/out of The Deliverables. The total number of staff required for the set-up and teardown of The Deliverables is outlined in the schedule and is set to a maximum of 3 persons.
- 5.7 Dates given for the delivery of Deliverables given at the time of execution of the agreement are estimates only. The Supplier shall not be held liable for any loss, costs, damages, charges or expenses caused by any delay in the delivery for which the Supplier or its subcontractors are not directly or indirectly responsible.
- 5.8 At the end of the Term the deliverables need to be returned in the same condition as it was provided at the outset of the Term. Failure to return The Deliverables in this condition will result in The Customer being charged for The Supplier to return The Deliverables to its original condition (unless the Deliverables and/or the Models are damaged due to the acts or omissions of the Supplier, its employees or agents). The Supplier does, however, accept that The Deliverables may, at the end of the Term, show reasonable wear-and-tear and attract no charge to The Customer.
- 5.9 Where delivery and collection are not included, the risk of loss, theft, damage or destruction of the Models and any other equipment provided by The Supplier shall pass to The Customer on collection of The Deliverables from storage at The Supplier's facilities. The Equipment shall remain at the sole risk of The Customer during the Term and any further term until such time as the Models and any other equipment provided by The Supplier is redelivered to The Supplier (Risk Period) (unless the Deliverables and/or the Models are damaged due to the acts or omissions of the Supplier, its employees or agents). The Supplier does, however, accept that The Deliverables may, at the end of the Risk Period, show reasonable wear-and-tear and attract no charge to The Customer. During the Risk Period, the Lessee shall, at its own expense, obtain and maintain the correct insurances, comparable to those for any hired equipment as shown in this contract. This shall apply even if the Supplier has agreed to cease charging for the hire of the Deliverables.
- 6 DELIVERABLES
- 6.1 The Deliverables are as described in the Schedules.
- 6.2 Any variation to the Deliverables must be agreed to by both Parties in writing.
- 6.3 The Deliverables shall commence on the start date specified in the Quotation and shall continue until the finish date specified in the Quotation or until terminated in terms of this Agreement.
- 6.4 The Deliverables shall be carried out at the Site or any other location that the Supplier agrees with the Customer in writing.
- 6.5 The Supplier reserves the right to make any changes to the specification of the Deliverables as described in the original Quotation which may be required to conform to any safety or other statutory obligations that become applicable.
- 7 MAINTENANCE
- 7.1 Where any part of the Deliverables are hired to the Customer (i.e. tangible assets to be returned, such as Deliverables, models, or LEGO bricks), all clauses in this section apply. This section does not apply to any Deliverables that are purchased outright, or are non-tangible such as Deliverables, electronic documents, and consultancy.
- 7.2 Any minor repair to models, plinths and packaging will be carried out by The Supplier each time The Deliverables is set up or torn down at no cost to The Customer. More serious damage caused during the rental of The Deliverables will incur additional charges at The Supplier' standard rate of £500 plus VAT per day for work carried out at The Supplier' workshop. The decision as to whether work constitutes general wear-and-tear or more serious damage will be at the sole discretion of The Supplier (acting reasonably).
- 8 SUPPLIER OBLIGATIONS
- 8.1 The Supplier shall supply the Deliverables as specified in the Quotation and in these Terms and Conditions.

- 8.2 The Supplier shall perform the Deliverables with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice.
- 8.3 The Supplier shall have the authority to delegate any obligations to other employees or subcontractors but undertakes to notify the Customer of any significant changes.
- 8.4 The Supplier shall ensure that the Deliverables is sound and adequate for the purpose requested by the Customer.
- 8.5 The Supplier shall ensure that the Deliverables meets all statutory obligations and industry guidelines.
- 8.6 The Supplier shall provide, where necessary, all safety certificates and agreements.

9 CUSTOMER OBLIGATIONS

- 9.1 The Customer agrees to cooperate with the Supplier at all times.
- 9.2 The Customer shall not permit any other person to use or display the Deliverables without the express permission of the Supplier.
- 9.3 The Customer must not use or transport the Deliverables outside of the original delivery country without the permission of the Supplier.
- 9.4 The Customer must check the Deliverables upon delivery and report any faults within 48 hours. Any defective or substandard Deliverables will be replaced upon return and no charge will be made until replacement. Where the Supplier delivered the Deliverables the Supplier will collect the defective Deliverables.
- 9.5 The Customer shall not use the Deliverables for any purpose beyond the use for which they are intended.
- 9.6 The Customer shall maintain adequate insurance policies to cover all liabilities as set out in these Terms and Conditions.
- 9.7 During the period of hire, the Customer must ensure the security and safekeeping of the Deliverables.
- 9.8 The Customer must read any relevant English-language operating and safety instructions supplied with the Deliverables and only use the Deliverables or fit any accessories in accordance with those instructions.
- 9.9 The Customer shall ensure that it complies with any written English-language instructions provided by Supplier in ensuring that the correct voltage is used for any electrical machinery hired as Deliverables.
- 9.10 The Customer shall ensure that it complies with any written English-language instructions provided by Supplier in ensuring that the correct fuel is used in any machinery hired as Deliverables where appropriate.
- 9.11 The Customer is responsible for arranging and funding any electrical safety testing of the Deliverables as installed, if required by any written English-language instructions provided by Supplier.

10 CUSTOMER OBLIGATIONS FOR HIRED MODELS, DISPLAYS AND EQUIPMENT

- 10.1 The Deliverables, the Models and any other equipment provided by The Supplier shall always remain the property of The Supplier, and The Customer shall have no right, title or interest in or to The Deliverables, the Models and any other equipment (save the right to put on The Deliverables and to use the Models and any other equipment in connection with The Deliverables, subject to the terms and conditions of this agreement).
- 10.2 The Customer must immediately inform the Supplier of any breakdown of the Deliverables or any problem affecting the working of the Deliverables and return such Deliverables as soon as possible to allow the Supplier to repair or exchange it. In the case where the Supplier delivered the Deliverables, the Customer must notify the Supplier of a suitable time when the Supplier may collect the Deliverables for repair or exchange.
- 10.3 No charge shall be made for the hire of the Deliverables during the period that it is not in working order.
- 10.4 The Supplier shall be entitled to replace the Deliverables with Deliverables of a similar type where the Deliverables has broken down and is not immediately repairable.
- 10.5 Where no replacement Deliverables is immediately available or where the replacement Deliverables is not satisfactory the Customer will be entitled to terminate the hire and claim for a refund for the period during which the Deliverable was out of order or may hire replacement Deliverables at dates to be agreed in the future;
- 10.6 The Customer shall allow the Supplier access to inspect the Deliverables upon reasonable notice at any time.
- 10.7 The Customer must keep the Deliverable in its own possession at the Site.
- 10.8 The Customer must return the Deliverables in the same condition as when it was supplied to the Customer, reasonable wear and tear excepted. The Supplier shall be allowed to charge for the cleaning and/or restoration of any Deliverables not returned in a good and proper condition (unless the Deliverables and/or the Models are damaged due to the acts or omissions of the Supplier, its

- and the Customer will be informed of these costs within a maximum of 7 days of the end of the hire period.
- 10.9 Where any loss, damage or theft occurs because the Customer has failed to look after the Deliverables the Customer will pay the Supplier the cost of the Deliverables on a 'new for old' basis according to the current list price.
 - 10.10 If Hired by the Supplier, The Customer must inform the Supplier immediately of any accident involving the Deliverables resulting in injury to persons or damage to property.
 - 10.11 If Hired by the Supplier, The Customer must inform the Supplier immediately of any loss, theft or damage to the Deliverables.
 - 10.12 The Customer must assist the Supplier and its insurers as far as reasonably possible where there is any loss, theft or damage to the Deliverables, including reporting any theft to the police.
 - 10.13 If Hired by the Supplier, The Customer must not repair the Deliverables without the prior written consent of the Supplier.
 - 10.14 The Customer shall not remove items from any supplied cases, or cases items are installed into, without the prior consent of the Supplier.
 - 10.15 The Customer will provide adequate security for any Deliverables not supplied with associated display cases, or installed into existing display cases. Namely:
 - 10.15.1 Provide an acceptable security plan compatible with the type and value of Deliverables, the Deliverables design and the venue's layout, and to the risks identified.
 - 10.15.2 Ensure before the arrival of the Deliverables that all external doors and windows at its premises are fitted with locks and security alarms in good working order.
 - 10.15.3 Ensure that sufficient staff members are on duty to keep the Deliverables and all exits from the Deliverables area under effective supervision at all times when the Deliverables is open to the public, and at any other time when persons other than authorised staff are in or near the Deliverables area.
 - 10.15.4 Place signs that are clearly visible and legible around the Deliverables area, to advise visitors where they may or may not, under any circumstances, touch any Deliverables.
 - 10.15.5 Ensure that all external doors and windows are locked and that all security alarms are active at all times when its premises are unattended.
 - 10.15.6 Ensure that alarm systems are monitored continuously, by the nearest police station or by an accredited security company.
 - 10.16 The Customer will provide adequate disaster protection for the Deliverables, namely:
 - 10.16.1 Obtain any and all fire safety certificates or agreements;
 - 10.16.2 Take all reasonable steps to protect Deliverables from fire and flood;
 - 10.16.3 Provide details of fire certification upon request;
 - 10.16.4 Provide details of fire alarm and smoke detection system upon request;
 - 10.16.5 Provide a copy of the venue's disaster plan and other related information upon request;
 - 10.16.6 Take account of the Supplier's stipulations in terms of the level of fire detection required;
 - 10.16.7 Take account of the Suppliers' recommendations of the type of fire extinguishers required;
 - 10.16.8 Identify which (if any) Deliverables to be rescued in the event of a disaster, in the same way as its own material is identified in its Disaster;
 - 10.16.9 Keep the Supplier fully informed on fire precautions, by providing copies of any report by the Fire Officer, of approval of the installation, etc.
 - 10.17 The Customer will ensure that the Site must have a stable climate. Unless otherwise specified in the Agreement, the environmental conditions should be 18 - 25° C with fluctuations of no more than 4 degrees in 24 hours, and 40% - 65% RH (Relative Humidity) with fluctuations of no more than 5% RH within one hour.
 - 10.18 The Customer must ensure environmental and/or display conditions stipulated in the Agreement and associated Schedules are maintained 24-hours a day, 7 days a week throughout the loan period.
 - 10.19 Relative humidity, temperature and light levels should be monitored throughout the loan period in the Site by the Customer.
 - 10.20 The Customer will ensure that the Deliverables are not stored or used near any radiators, air conditioning equipment, heaters, boilers, fires or other sources of heat, pollution, or in areas where smoking or eating is permitted. The Deliverables should be protected at all times from damage by sunlight, rain, snow, and vibration by the Customer.
 - 10.21 No eating, drinking or smoking is permitted in the Site.
 - 10.22 The Deliverables should only be illuminated during the opening hours of the Deliverables.
 - 10.23 The Supplier has the right of veto over The Location of any installation of The Deliverables on the grounds of physical unsuitability, security or health and safety. To make such a determination The Supplier must be informed of any details it requires relating to The Location where The Deliverables will be placed following a request from The Supplier specifying the details that it requires. The Supplier will not unreasonably withhold permission to place The Deliverables in a given venue, nor will it give such decision any later than 2 months prior to the opening of The Deliverables at The Location

- (provided The Customer provides the information to The Supplier no later than 3 months prior to the opening of The Deliverables in The Location, or within such other time as the parties agree).
- 10.24 The Customer must ensure that all plinths, Perspex covers and stands are clean and free from excessive dirt or any waste products at the end of each rental that The Customer carries out.
- 11 PAYMENT
- 11.1 Payment shall be made from The Customer to The Supplier.
- 11.2 The price for Deliverables is as specified in this Contract and is exclusive of all taxes and any other charges or requirements as outlined in the Contract and required by law.
- 11.3 The terms for payment are as specified in this Contract.
- 11.4 A Deposit as specified in the Contract shall be payable by the Customer to the Supplier in advance of the provision of the Deliverables to be held as security by the Supplier for the duration of the Agreement. On termination of the Agreement the Deposit shall be refundable in full to the Customer less any amounts deducted to cover damage, loss, payments due or other costs covered by this Agreement.
- 11.5 The Customer must settle all payments for Deliverables within thirty (30) days from Customer's receipt of invoice only by electronic bank transfer (SWIFT).
- 11.6 If The Customer fails to make a payment due to The Supplier under this agreement by the due date, then, without limiting The Supplier's remedies under this agreement, The Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.
- 11.7 Interest under this clause will accrue each day at the greater of (a) 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0% or (b) the statutory rate of interest from time to time under the Late Payment of Commercial Debts (Interest) Act 1998.
- 11.8 The Customer is not entitled to withhold any monies due to the Supplier without the written permission of the Supplier. Unless the Supplier has been noted by Customer in breach of the agreement. The Supplier is entitled to vary the price to take account of:
- 11.8.1 Any additional Deliverables requested by the Customer which were not included in the original Quotation;
- 11.8.2 And any variation must be intimated to the Customer in writing by the Supplier.
- 11.9 Fees are quoted on the understanding that the Deliverables shall be provided during the pre-agreed hours. Should the Customer request the Deliverables be provided outside these times then additional charges to cover over-time shall be payable in addition to the quoted Fees.
- 11.10 Should the Customer fail to pay the Fees in accordance with these Terms and Conditions the Supplier is entitled to remove all Deliverables from the Site with notice.
- 11.11 The period of hire is as detailed in the Quotation and no credit will be given or monies refunded by the Supplier to the Customer if the Customer deems not to require the Deliverables for the agreed time.
- 11.12 Orders cancelled by the Customer are subject to a charge of \$70,000 (50% of total fee), provided, however, that such cancellation is not due to an event of default by Supplier.
- 11.13 Amendments to orders may be made within, a period as stated in the quotation, of the date for delivery or collection.
- 12 TRAVEL
- 12.1 Where travel costs are explicitly included in this Contract, the Supplier shall abide by the Milwaukee County Travel Reimbursement Rates for Vendors set forth as Exhibit A. The Customer shall reimburse those expenses that comply with Exhibit A.
- 13 LIABILITY
- 13.1 Where installation has been overseen by The Supplier, The Supplier warrants that at the time installation is approved by The Supplier, the Models and The Deliverables comply with current Health and Safety rules and regulations and that they are free from any material workmanship defect.
- 13.2 Nothing in this agreement shall exclude or in any way limit:
- 13.2.1 either party's liability for death or personal injury or damage to property caused by its own negligence;
- 13.2.2 either party's liability for fraud or fraudulent misrepresentation; or
- 13.2.3 any other liability which cannot be excluded by law.
- 13.3 This agreement sets forth the full extent of The Supplier's obligations and liabilities in respect of the Models and The Deliverables its hire to The Customer.
- 13.4 The Supplier shall have no liability for additional damage, loss, liability, claims, costs or expenses, caused or contributed to by the Customer's continued use of defective Deliverables after a defect has

- 13.5 The Customer shall maintain adequate liability and indemnity insurance towards the public and any other persons that may interact with the Deliverables.
- 13.6 The Supplier agrees to maintain policies of insurance to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Suppliers activities, by whomever performed, in such coverage and amounts as required and approved by the County. Acceptable proof of such coverage shall be furnished to the County prior to commencement of activities under this agreement. Supplier shall evidence of the following coverages and minimum amounts: General Liability with limits of \$1,000,000 per occurrence/\$2,000,000 aggregate, Workers' Compensation Statutory limit, Employer's Liability with limit of \$100,000/\$500,000/\$100,000, and Automobile Liability with a limit of \$1,000,000 per accident. The Customer shall be named as an Additional insured on the General and Automobile policies as respects the services provided in the agreement. A Waiver of Subrogation shall be afforded to the Customer on the Worker's Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to the Customer. The insurance specified above shall be placed with a Carrier approved to do business in the State of Wisconsin. All carriers must be A rated or better per AM Best's Rating Guide.

14 INDEMNITY

- 14.1 The Customer acknowledges that The Supplier shall not be responsible for any loss of or damage to the Models or The Deliverables or any other equipment provided by The Supplier arising out of or in connection with the Customer's negligence, misuse, mishandling of the Models or The Deliverables or any other equipment provided by The Supplier or otherwise caused by The Customer or its officers, employees, agents and contractors (other than the Supplier). The Customer undertakes to indemnify The Supplier on demand against all direct liabilities, reasonable costs (including legal costs), expenses, damages and losses suffered or incurred by The Supplier arising out of or in connection with:
- 14.1.1 any claim made against The Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with The Customer's use of the LEGO name or any of LEGO's intellectual property rights.
- 14.2 If a payment due from The Customer under this clause is subject to tax (whether by way of direct assessment or withholding at its source), The Supplier shall be entitled to receive from The Customer such amounts as shall ensure that the net receipt, after tax, to The Supplier in respect of the payment is the same as it would have been were the payment not subject to tax.
- 14.3 Subject to these Terms and Conditions the Supplier shall indemnify the Customer against all sums for which the Customer shall become liable for damages or compensation for bodily injury to or death of any person or for damage to any property real or personal provided the same be caused by the Supplier, its subcontractors, agents or employees in carrying out the work provided. In the event of such circumstances the Supplier must be notified within seven (7) days of the injury, death or damage becoming apparent to the Customer.
- 14.4 Nothing in this Agreement is a waiver by Customer of any otherwise applicable immunity, limited immunity, or limitation on liability under Wisconsin law.

15 CONFIDENTIALITY

- 15.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning The Deliverables, the business, affairs, customers, clients or suppliers of the other party, including, but not limited to, business and financial conditions, services and clients, any proprietary or strategic information, marketing plans, strategies, results, information regarding the producing and promoting of The Deliverables, or other confidential information source whatsoever, except as permitted by this contract or as required by law.
- 15.2 Each party may disclose the other party's confidential information:
- 15.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause; and
- 15.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.
- 15.4 Information and designs of exhibition assets supplied as part of this agreement may only be used in relationship to this contract and may not be used in regard to any other show at any time.
- 15.5 Both Parties understand that the Customer is bound by the public records law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq.

The Supplier hereby agrees that it shall be obligated to assist the Customer in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this Agreement, whereupon the Supplier shall then and in such event be obligated to indemnify, defend and hold the Customer harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the Customer in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

16 TERMINATION

- 16.1 In respect of Deliverables provided for a fixed period as specified in the Quotation the Agreement shall continue until the end of the Term as set forth above or any subsequent date as mutually agreed in writing by both parties or until terminated by either party in accordance with these Terms and Conditions.
- 16.2 If either party fails to provide services as required by this Agreement, to provide proper materials, or disregards applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over this Agreement, or otherwise is liable for a material violation of the Agreement after written notice and an opportunity to cure as set forth below, then the non-breaching party may, without prejudice to any right or remedy it may have, terminate the Agreement upon thirty (30) days' written notice of termination. The foregoing right to terminate is contingent upon the non-breaching party first having provided a written "Cure Notice" to the breaching party, affording the breaching party thirty (30) days in which to cure the default. If the Customer terminates the Agreement pursuant to this Section, it shall be entitled to a refund of all fees paid to Supplier.
- 16.3 The Supplier may terminate the Agreement if the Customer, or any contractors engaged by them, cause such delay as to render the Supplier unable to provide the Deliverables for an unreasonable period of time.
- 16.4 Either party may terminate the Agreement by notice in writing to the other if:
- 16.4.1 Either Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
- 16.4.2 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party (being a company);
- 16.4.3 the holder of a qualifying floating charge over the assets of the other Party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 16.4.4 a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;
- 16.4.5 any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in the above clauses.
- 16.4.6 The other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts;
- 16.4.7 the other party commits a material breach of these Terms and Conditions which cannot be remedied under any circumstances; or
- 16.4.8 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or
- 16.4.9 the other party ceases to carry on its business or substantially the whole of its business; or
- 16.4.10 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- 16.5 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.
- 16.6 Upon termination of this agreement, however caused, The Supplier's consent to The Customer's possession of The Deliverables and Models and any associated equipment shall terminate and:
- 16.7 Unless agreed otherwise in the schedule, The Customer must return The Deliverables to The Supplier.
- 16.7.1 The Supplier may, by its authorised representatives, without notice and at The Customer's expense, retake possession of The Deliverables and Models and any associated equipment and for this purpose may enter any premises at which such equipment is located.

17 WARRANTY

17.1 Both parties warrant their authority to enter into this Agreement and have obtained all necessary approvals to do so.

18 RELATIONSHIP OF PARTIES

18.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

19 THIRD PARTY RIGHTS

19.1 Nothing in these Terms and Conditions intend to or confer any rights on a third party.

19.2 The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

20 SEVERANCE

20.1 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

21 WAIVER

21.1 The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions.

21.2 Any waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom it is addressed and to the circumstances for which it is given. No failure or delay in exercising any right or remedy under this agreement or by law constitutes a waiver of such right or remedy, nor shall it prevent or restrict any future exercise or enforcement of such right or remedy.

22 NOTICES

22.1 Any notice to be given by either party to the other may be served by email, personal service or by post to the address of the other party given in the Quotation or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

23 ENTIRE AGREEMENT

23.1 These Contract Terms form the entire agreement and supersede any previous agreements, arrangements, documents or other undertakings either written or oral.

24 GOVERNING LAW

24.1 These Terms and Conditions shall be governed by and construed in accordance with the law of the State of Wisconsin and the parties hereby submit to the exclusive jurisdiction of the courts in Milwaukee County, Wisconsin.

25 AUDIT

25.1 The Supplier, its officers, directors, agents, partners, and employees shall allow the County Audit Services Division and department contract administrators (collectively, "Designated Personnel") and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Supplier related to the performance of the Agreement for a period of up to three (3) years following the date of last payment. Any subcontractors or other parties performing work on this Agreement will be bound by the same terms and responsibilities as the Supplier. All subcontracts or other agreements for work performed on this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. Any bidder, proposer, contractor and their officers, directors, agents, partners and employees understand and will abide by all provisions of Chapter 34 of the Code of Ordinances. The Supplier agrees to prominently post in locations accessible to its employees County-provided bulletins concerning the County Fraud Hotline. Any subcontractors or other parties performing work on this Agreement will be bound by the same terms and responsibilities as the Supplier. All subcontracts or

other agreements for work performed on this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities.

26 TARGETED BUSINESS ENTERPRISES

26.1 While this Agreement does not have a specific participation goal established by Community Business Development Partners, the Supplier is hereby directed to use active and aggressive efforts to assist Show Host in participation of Targeted Business Enterprise (TBE) firms on the County's procurements. The directory of certified firms, and further assistance with this initiative, can be obtained by contacting the Community Business Development Partners Department of Milwaukee County (CBDP) at (414) 278-4747, or cbdp@milwaukeecountywi.gov. The directory of TBE firms currently certified in the State of Wisconsin can be found at: <http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>

27 FORCE MAJEURE

27.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (a Force Majeure event as defined in the following clause). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for three (3) weeks, the party not affected may terminate this agreement by giving seven (7) days' written notice to the affected party.

27.2 Force Majeure: A Force Majeure event means any act or event beyond the reasonable control of the parties, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

Attachment A

Tabelle 1

Name	Subgroup	Type	Case?	Model Height	Model Length	Model Depth	Display Height	Display Width	Display Depth	Insurance Value	Display Format
Guest Interactive Colouring In sheets	Colouring In	Interactive								£	Freestanding
System Playtop (Non LEGO)	Interactive	Interactive		1500	500	1500				£1,500.00	Freestanding
Stamping Pillar	Interactive Feature	Interactive	No	1000	300	300				£1,000.00	Freestanding
Duplo Playtop (non LEGO)	Interactive	Interactive		1500	700	1500				£1,500.00	Freestanding
DINO PHOTO OP	interactive	Interactive	custom mount required	2000	1000	1500				£1,500.00	Freestanding
FOOTPRINT FEATURE	visitor interactive	Interactive	no	800	50	800				£1,000.00	Freestanding
TRILABYTE	interactive	Interactive	YES	200	600	600				£3,000.00	Plinth (Fixed into one)
DINO GRAFFITI WALL FEATURE	visitor interactive	Interactive		200	2400	50				£2,000.00	Wall Hung
PALEONTOLOGICAL DIG SITE MODEL DIORAMA	tour display model	Large Model	YES	40	1200	800				£3,000.00	Plinth (Fixed into one)
AMMONITE	tour display model	Large Model	YES	200	600	600				£3,000.00	Plinth (Fixed into one)
Dino Dig feature - NON LEGO mainly	Interactive	Medium Model		1500	500	1500				£2,000.00	Freestanding
STEGOSAURUS	buildable book model	Medium Model	YES	110	220	180				£3,000.00	Plinth (Fixed into one)
T REX	Buildable book model	Medium Model	YES	30	30	22				£3,000.00	Plinth (Fixed into one)
ANKLYOSAURUS	Buildable book model	Medium Model	YES							£3,000.00	Plinth (Fixed into one)
BROHTOSAURUS SKELETON	buildable book model	Medium Model	YES	300	400	250				£3,000.00	Plinth (Fixed into one)
FOSIL DISPLAY	tour display model	Medium Model	YES	120	300	300				£3,000.00	Plinth (Fixed into one)
BRACHISAUR	buildable book model	Medium Model	YES	300	300	200				£3,000.00	Plinth (Fixed into one)
TRICERATOPS	buildable book model	Medium Model	YES	150	150	100				£3,000.00	Plinth (Fixed into one)
Struthiomimus and Skeleton	Buildable book model	Medium Model	YES	300	300	225				£3,000.00	Plinth (Fixed into one)
ARCHAEOPTERYX	buildable book model	Medium Model	yes	300	300	200				£3,000.00	Plinth (Fixed into one)
SARCOUSUCHUS	buildable book model	Medium Model	yes	100	200	180				£3,000.00	Plinth (Fixed into one)
SPINOSAURUS	buildable book model	Medium Model	YES	200	250	300				£3,000.00	Plinth (Fixed into one)
PARASAUROPHUS	buildable book model	Medium Model	yes	150	250	100				£3,000.00	Plinth (Fixed into one)
DID YOU KNOW- DINO / BUS	wall mounted display	Other	NO - WALL MOUNTED	900	600	40				£1,000.00	Wall Hung
DID YOU KNOW- DINO /TEETH	wall mounted display	Other	WALL MOUNTED	800	500	40				£1,000.00	Wall Hung
DID YOU KNOW- DINO WEIGHT	wall mounted display	Other	NO WALL MOUNTED	800	500	40				£1,000.00	Wall Hung
About Brick Dinosaurs	wall mounted display	Other					1000	500		20 £500.00	Wall Hung
About Warren Elmore	wall mounted display	Other					1000	500		20 £500.00	Wall Hung
INSECTS	tour display model	Small Model	yes	100	100	100				£3,000.00	Plinth (Fixed into one)
Diplodocus	Buildable Book Model	Small Model								£3,000.00	Plinth (Fixed into one)
CORYTHOSAURUS	buildable book model	Small Model	yes	250	250	150				£3,000.00	Plinth (Fixed into one)
PTEROSAUR	buildable book model	Small Model	yes	100	150	150				£3,000.00	Plinth (Fixed into one)
Dino Egg	Small Model			85	53	53					
PLESSIOSAUR	stop and wonder	Stop and Wonder	custom with water surface/acrylic	500	1600	500				£10,000.00	Freestanding
PTERODACTYL	stop and wonder	Stop and Wonder		800	2000	3000				£10,000.00	Freestanding
EGG NEST	stop and wonder	Stop and Wonder		874	300	1024				£2,500.00	Freestanding
MASOKASAPURUS	STOP AND WONDER	Stop and Wonder	NA	3000	4000	3000				£35,000.00	Freestanding

Attachment B

	Item	Storage	Quantity
Hardware	Chauvet EZ-Gobo with label projection		2
	Message in a Speaker' PIR Audio		3
	1 x Plug Tester		1
	1in3 out splitter		10
	6m Female/Male link	Large Black crate	5
	3m Female/Male link		15
	1m Female/Male link		25
	2m 13A plug to female		25
	Box of Mosaic bricks	Small Black Crate	1
	Box of Duplo bricks	Large Black crate	
	Chauvet AbyssUSB light		2
	LEGO Soft Bricks	Large Yellow crate	1
	System play bricks	Large Black crate	1
	System play bricks	Small Black Crate	1

Also Included are:

- 2 Additional 4m wide, 3m high 'Brick Dinos' fly banners
- 2 fly banners for backdrop - 4m wide, 3m high (Masiojasaur and Pteradactyl)
- Full Branding kit, including promotional photographs
- 40' shipping container for transport and packaging storage
- Full range of themed merchandise available wholesale
- Range of theming plants and mulch for Masiokasaur

Other Notes:

Masiokasaur includes all themeing - barrier, ground covering and fake foliage
 For high traffic venues, additional barriers are suggested for the 4 'Stop and Wonder' features

Access

- The tour arrives in a 40’ shipping container. It is the venue’s responsibility to provide adequate secure storage for the exhibition to be unloaded, for the container to be located during the exhibition’s run (TBA), and for the exhibition to be reloaded at the end of the run. Where constraints make this impossible at the exhibition venue, remote storage with shuttling of contents by 3.5 tonne van may be possible by explicit prior agreement and at extra cost (UK only).
- The Masiakasaurus is supported by a steel plate, and has a detachable tail. Without the tail, clear access is required for 800x2100x1500h.
- The Plesiosaur incorporates a 2x3m acrylic “water surface” in a substantial plywood case. This can be manually transported, but is a four-person lift.

Assistance

- *Two trained, professional technicians* are required to assist with unloading of the container or vans, transportation of the exhibition contents to the gallery space(s), and subsequent unpacking. The customer should ensure that they have all relevant equipment.
- *Three technicians are required overseas* to compensate for fewer UEG staff.
- The venue is required to ensure that there are adequate power sockets (UK conventional 13A-type) for all features. While some daisy-chaining of plinths is possible with the included wiring, venues are responsible for any additional wiring, extensions, boxing in and/or making good and safe of cable runs, and should ensure that they have appropriately qualified staff for this post installation. Overseas venues with non-UK 240V plugs should agree a separate strategy for powered items. Most tour electronics automatically adjust from 100-240VAC, 50-60Hz.
- As the tour is very popular, it is likely that the tour will arrive direct from another venue and some plinths may need repainting and/or touching up. Paint will be supplied (UK/Europe only) but the venue will be responsible for any painting required.
- As a guide, we would expect the following split of resources;

UEG Team	Venue Team
<ul style="list-style-type: none"> • Installation and assembly of key models • (Where allowed) flying of Pterodactyl • Layout and install all plinths into supplied sockets • Install projectors and speakers to provided mounts • Assemble and hang fabric interpretation panels • Assemble photo opportunity 	<ul style="list-style-type: none"> • General venue lighting • Lighting of key models (Masiakasaurus, Pterodactyl and Plesiosaur) • Hanging of wall pieces • Fly large backdrops • Provide sockets / extension leads at each location. Or – run provided extension cables to sockets. • Fill Dino Dig with sand • Fill Masiakasaurus with mulch • Assemble wooden walls for Masiakasaurus and Dino Dig • Provide any venue-specific mounts for projectors and speakers • Lifting and moving.

Shipping

- Within the UK, the venue is responsible for onward shipping cost of the packed container at the end of the exhibition run.
- Outside the UK, the customer is responsible for all actual shipping costs.

Storage

- If the exhibition is shipped within the container, all packaging must be stored within the container for the duration of the show (TBA).
- If the exhibition is delivered in vans, storage must be provided for
 - o Plesiosaur flight case (large)
 - o Pterodactyl flight case (large)
 - o 3 x rolling exhibition cases
 - o 6 x wheelie bins (4 small, 2 large)
 - o 1 red pallet truck
 - o Up to 2 x 4m rolled banners

Specific requirements

Masiakasaurus

- General atmospheric lighting
- 'dappled light' effect – suggestion: <https://www.youtube.com/watch?v=qweYS0snvh8>
- Interpretation text is printed into the hung background – this needs illuminating with a (subtle) higher level of light
- Audio is supplied, requires a single UK 13A socket (2A max)
- Requires 2 drop wires to hang backdrop (note: backdrop is double sided so can be flown in the centre of a room)

Pterodactyl

- General atmospheric lighting
- Interpretation text is printed into the hung background – needs (subtle) higher level of light
- Audio is supplied, requires a single UK 13A socket (2A max)
- Requires 2 drop wires to hang backdrop (note: backdrop is double sided so can be flown in the centre of a room)
- Requires flying solution from a minimum of 3 points or via a short section of truss
- Note: Pterodactyl will need to be flown above 2m. If UEG team are required to hang the model, access to be provided by the venue by MEWP (cherry picker) or by Material Lift.

Plesiosaur

- General lighting
- Water effect lighting, and projection of text **IS SUPPLIED** but requires flying
- Audio is supplied, requires a single UK 13A socket (2A max)

General plinths

- All plinths have lighting and will need a power supply (1A max per plinth)

Dino Dig

- Venue to supply play 'sand' (low dust, low staining, dry). NOT builder's sand, and it is recommended to initially add only as much sand as needed, topping up as required during the run.

Play tables

- The LEGO, Duplo and colouring activities each benefit from one or more tables and chairs placed nearby.

Wall Hangings

- There are a variety of wall hangings which will require to be affixed to walls within the venue. These are either on Ryman hangers, or will require to be screwed directly to a solid wall.

Playtops

- The venue should supply suitable chairs and tables to allow children to play with the supplied bricks

Footprint feature

- Requires a single UK 13A socket (1A max) directly above the footprint, to project the label

Colouring-in feature

- Requires the venue to print the colouring in pages provided, plus supply crayons / pencils / pencil pots as appropriate.

Video projection backdrop

- If used, requires a data projector plus playback system to be flown in front of the backdrop
- 2 drop wires required for the backdrop.

Attachment D

Schedule 5 – Branding Guidelines

For

Brick Dinos

1 General

Each tour supplied by UEG will be provided with an extensive accompanying style guide, which must be followed. Events and commissions delivered by UEG will be provided access to the UEG style guide for the same purpose.

The relevant style guide for the tour, or for UEG should be followed in the first instance and this document used as a guide where necessary.

Please access these resources at: www.warrenelsmore.com/Dropbox

2 Naming

Touring exhibitions should be named as per the style guide. Eg 'Brick City', 'Brick Wonders', 'Brick Flicks', 'Brick History', 'Brick Dinos' etc. No other wording should be added.

Each tour has a defined strapline, which shows the correct usage of the word 'LEGO'. E.g:

Brick Wonders

Ancient, Modern, and Natural Wonders made from LEGO bricks.

3 LEGO logo and brand usage

The LEGO group are understandably strict about the usage of their trademarks and product name. However, assuming that your venue remains within the published guidelines, there will be no issues. These may be found here: <https://www.lego.com/en-gb/legal/legal-notice/fair-play>

It should be noted that the global LEGO legal team regularly search both on-line and off-line for uses of their copyright and trademarks (specifically including the minifig). They are aware of our tours and *will* see your publicity. As long as this style guide is followed, you will have no issues with The LEGO Group.

In brief,

- **The LEGO logo must NOT be used**
- **Graphic images of the LEGO Minifigure must NOT be used**
- The word LEGO should, where possible, always be used in a strapline and not a title.
- The word LEGO should always be capitalised and in the first instance a ® mark applied
- The word LEGO should never be pluralised (e.g. LEGO's)
- Web domains must not be registered with the word 'LEGO' within them (e.g. legobrickwonders.com)
- Graphic images of LEGO bricks should NOT have the word 'LEGO' on the stud.
- LEGO must be used as a descriptive adjective, not a noun. EG "Made of LEGO" is incorrect, "Made of LEGO bricks" is correct.
- Graphic images of LEGO Minifigures must not be used.
- Photographic images may be acceptable, depending on the context and if the minifigure is a component part of advertising. Images that depend heavily on the minifigure should not be used.
- A disclaimer should be added to all publicity material to note that the event is not organised by The LEGO Group. Suggested wording is:

"LEGO, the LEGO logo, the Minifigure, and the Brick and Knob configurations are trademarks of the LEGO Group of Companies. ©2017 The LEGO Group. Brick City is not sponsored, endorsed or otherwise supported by The LEGO Group"

If in doubt, please contact UEG who will be able to assist. In general, if the material is clear that that the event is NOT organised by The LEGO Group and no LEGO Group trademarks or copyrights are used, then there will be no issues.

4 Imagery

A variety of images can be provided, including;

- High quality images of all the available models.
- Press images of the book's author, UEG
- Images of the UK cover of Warren's books
- A full set of graphics and resources for the official branding

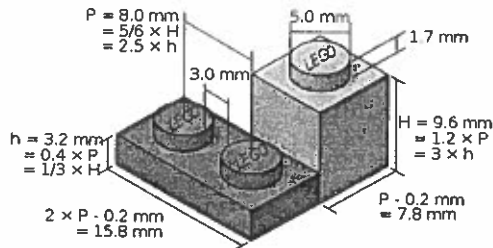
Note that copyright for these images is solely granted in relation to the show and promotion thereof.

5 Merchandise

UEG brand merchandise is available to purchase wholesale. Any images or graphics supplied must not be used to generate your own merchandise or other salable material.

6 LEGO Brick imagery

The traditional LEGO '2x4' brick image is no longer under copyright from the LEGO group and can be used to define areas etc. (e.g. the Brick City book cover). However, care should be taken to ensure that the dimensions of these bricks are correct:

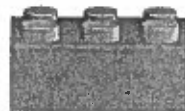


All LEGO elements within the same image should be to scale (i.e., LEGO minifigs would be able to stand on LEGO studs). Images of LEGO bricks should NOT contain the word 'LEGO' on the stud. Official LEGO colours are as follows and should be followed wherever possible. Other colours may be acceptable, depending on the usage (eg, if other areas of print follow a different colour way, or to match the existing tour branding):

LEGO® BRICK COLORS



Pantone Yellow 109 C
CMYK: C0 M15 Y100 K0



Pantone Green 347 C
CMYK: C100 M0 Y100 K0



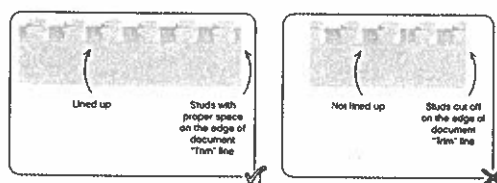
Pantone Blue 300 C
CMYK: C100 M47 Y0 K0



Pantone Red 485 C
CMYK: C0 M100 Y100 K0

LEGO brick walls MUST be representative of a real LEGO® brick wall i.e. you must be able to build the wall with real LEGO bricks. The LEGO bricks used in building a wall must not be altered.

- The wall should be 1 stud deep.
- Avoid using knobs longer than 12 x 2 studs.



- Brick studs should line up vertically with studs on bricks above or below and dividing lines can only appear between studs.

7 Other restrictions

- **NO non-LEGO, competitive brands should be involved with the show area or associated retail outlets (e.g. Megablocks, Nanoblocks, Sluban, Best-Lock etc).**
- **NO LEGO models, other than those supplied by UEG, shall be displayed anywhere in the Site or in promotional material without prior signoff by UEG. This includes but is not limited to models by fans, children, and professional builders such as The LEGO Group's model workshops.**
- **NO unauthorised use of other brand IP (intellectual property) such as LEGO Batman, LEGO Star Wars, or similar themed graphics.**
- **ABSOLUTELY NO LEGO character costumes (whether official or otherwise) may be used as part of any promotion or part of the show.**

8 Signoff

Signoff of all promotional material is required, prior to publication. Assuming that this fits with the show specific style guide and this document, this will not be unreasonably denied or delayed.

Attachment E

Estimated Production costs Brick Dinos

Airfare	Trips needed			
Staff (3) Install/De-Install	1	\$	1.200,00	\$ 3.600,00
				\$ -
Hotel	Nights Needed			
Head Installation Manager	8		\$100	\$800
Installation Tech	8		\$100	\$800
Installation Tech	8		\$100	\$800
Per Diem	Days			
Head Installation Manager	8		\$50	\$400
Installation Tech	8		\$50	\$400
Installation Tech	8		\$50	\$400
ROUND TRIP SHIPPING NOT TO EXCEED				\$12.000

Local Transport

Rental Car/ or local transport by promoter

Work Visa (2 staff from UK)

tba

Grand Total: **\$ 19.200,00**

Installation working days: 3 days
 Tear down working days: 3 days

Attachment F



Deal Proposal

Exhibition: Brick Dinos
City: 10001 West Blue Mound Road, Milwaukee, Wisconsin, 53226
Venue: Milwaukee County Zoo in Wisconsin
Dates: May 22, 2019-September 2, 2019
Venue size: 8,500 sq ft

Guarantee: Price: \$140,000 USD

Merchandise Deal: 15% of net merchandise income
Sponsorship Deal: _____

Forecast

Annual Attendance: Summer attendance 250,000
Av. net Ticket Price: _____

Extras:

Freight, Customs, Rider Costs, Site Surveys, Crew travel, Accommodation, Local transport and Pier Diems.

Special Notes:

Company

Name

Attachment G

No.	Model	Class	Display	Insurance Value	Plinth Size(WDH in mm)
1	Stegosaurus	Cased Model	Plinth	£ 3.000,00	710x710x1000
2	Triceratops	Cased Model	Plinth	£ 3.000,00	710x710x1000
3	T Rex	Cased Model	Plinth	£ 3.000,00	710x710x1000
4	Brachiosaur	Cased Model	Plinth	£ 3.000,00	710x710x1000
5	Brontosaurus skeleton	Cased Model	Plinth	£ 3.000,00	710x710x1000
6	Anklyosaurus	Cased Model	Plinth	£ 3.000,00	710x710x1000
7	Parasaurophus	Cased Model	Plinth	£ 3.000,00	710x710x1000
8	Spinosaurus	Cased Model	Plinth	£ 3.000,00	710x710x1000
9	Struthominius and Skeleton	Cased Model	Plinth	£ 3.000,00	710x710x1000
10	Pterosaur	Cased Model	Plinth	£ 3.000,00	710x710x1000
11	Corythosaurus	Cased Model	Plinth	£ 3.000,00	710x710x1000
12	Archaeopteryx	Cased Model	Plinth	£ 3.000,00	710x710x1000
13	Sarcosuchus	Cased Model	Plinth	£ 3.000,00	710x710x1000
14	Diplodocus	Cased Model	Plinth	£ 3.000,00	710x710x1000
15	Insects	Cased Model	Plinth	£ 3.000,00	600x600x800
16	Ammonite	Cased Model	Plinth	£ 3.000,00	710 x 710 x 700
17	Fossil Display	Cased Model	Plinth	£ 3.000,00	710 x 710 x 700
18	Paelontological Dig Diorama	Cased Model	Plinth	£ 3.000,00	710x710x600
19	Trilobite	Cased Model	Plinth	£ 3.000,00	710 x 710 x 700
20	Wall Graphic - Warren Elsmore	Graphic	Wall Hung	£ 500,00	500x20x1000
21	Wall Graphic - Brick Dinos	Graphic	Wall Hung	£ 500,00	500x20x1000
22	Graffiti Wall	Play Feature	Wall Hung	£ 1.500,00	2400x50x1200
23	System Playtop	Play Feature	Plinth	£ 1.500,00	1500x1500x700
24	Duplo Playtop	Play Feature	Plinth	£ 1.500,00	1500x1500x700
25	Colouring In Sheets	Play Feature	Freestanding	£ -	A4 PDF
26	Dino Photo Op	Play Feature	Freestanding	£ 1.500,00	1500x1000x2000
27	Dino Dig	Play Feature	Freestanding	£ 2.000,00	1500x1500x500
28	Stamping Pillar	Play Feature	Freestanding	£ 1.000,00	300x300x1000
29	Footprint Feature	Play Feature	Freestanding	£ 1.000,00	800x800x50
30	Egg Nest	Stop and Wonder	Plinth	£ 2.500,00	1024x874x300
31	Raptor	Stop and Wonder	Freestanding	£ 35.000,00	4000x3000x3000
32	Pterodactyl	Stop and Wonder	Freestanding	£ 13.000,00	4000x3000x3000
33	Plesiosaur	Stop and Wonder	Freestanding	£ 10.000,00	3000x2000x800
34	Did you know - Bus	Wall Art	Wall Hung	£ 1.000,00	900x40x600
35	Did you know - Weight	Wall Art	Wall Hung	£ 1.000,00	900x40x600
36	Did you know - Weight	Wall Art	Wall Hung	£ 1.000,00	900x40x600
				£ 131.500,00	

