Sean Kenney Design, Inc. Sculpture Lease Agreement

This Contractual Agreement for the lease of Sean Kenney Design's sculpture(s) (hereafter referred to as "Agreement") is made and entered into _______, 2018 by and between Sean Kenney Design, Inc. (hereafter referred to as "SKD") and the Milwaukee County Zoo (hereafter referred to as "Show Host").

In consideration of the mutual promises and covenants contained herein, SKD and Show Host agree that this Agreement forms a binding contract for lease of the sculptures (hereafter "Show").

The Show is for exhibition purposes only and subject to the terms and conditions set forth below:

- 1.Description. This Agreement is for the lease of the Sculptures to the Show Host. The Show consists of the sculptures and supplementary materials detailed in Exhibit 1 (the "Sculptures").
- 2. Loan Period. The lease period for this Agreement is Saturday, May 22, 2021 through Monday, September 6, 2021 (the "Loan Period").
- 3. Show Location. This Agreement allows Show Host to display and store the Sculptures in the location listed below. Any changes to the location must be approved by SKD in writing.

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

- 4. Catalog of Sculptures. A description of the Sculptures is provided in Exhibit 1.
- 5. Fee. The total fee for the lease period is \$300,000 to be paid in United States Dollars (the "Fee"). A payment schedule is provided in Exhibit 1.
- 5.1 Terms of payment. To reserve the Loan Period, Show Host must sign this Agreement and provide a 20% Deposit, totaling \$60,000 (the "Initial Deposit"). Except as otherwise provided herein, fifty percent (50%) of the Initial Deposit (10% of the total fee set forth on Exhibit 1) is non-refundable; provided, however, that fifty percent (50%) of the Initial Deposit shall be refundable upon any termination of this Agreement. The entire Initial Deposit shall be refundable in the event that Show Host terminates this Agreement pursuant to Section 15.2 herein.

The remaining balance is due in equal installments, as outlined in **Exhibit 1**. Shipping fees are an additional Fee and will be invoiced by SKD after shipments are made. Show host shall make all payments within thirty (30) days of receipt of a properly prepared invoice. Late payments will be assessed via invoice a 3% late charge as an additional Fee.

- **5.2. Expenses.** All compensation listed on **Exhibit 1** shall include any and all out-of-pocket expenses incurred by SKD. The total compensation to be paid to SKD pursuant to this Agreement shall not exceed Three Hundred Thousand Dollars (\$300,000) unless otherwise agreed to by Show Host in writing.
- 6. Show host responsibilities:
- **6.1. Delivery/shipping fees.** SKD will pack and ship Sculptures to Show Host. Show Host will be responsible for the cost of shipping the Sculptures to and from the Show Host.
- **6.2.** Unpacking/packing. Show Host will provide a minimum of five employees to assist in the unloading, unpacking, cleaning, repacking, and reloading of the Sculptures. If shipment(s) arrive damaged, Show Host must photograph any damaged packaging, crates, sculptures, or other damage and report such damage to SKD.

- **6.3. Preparation.** Show Host will prepare installation sites for Sculptures as per the specifications provided by SKD at least sixty (60) days prior to shipment of Sculptures, including pedestals or display cases for indoor applications and/or concrete, wooden or steel pads, tenting, or barriers if required for the selected site, as specified by SKD. If upon arrival, the site is not prepared, SKD may delay installation until Show Host complies with the provided specifications.
- **6.4.** Cleaning and maintenance. Show Host will provide cleaning and maintenance for sculptures during Loan Period as per the instructions provided by SKD at least sixty (60) days prior to shipment of Sculptures. No repairs shall be made to the Sculptures without express approval from SKD.
- **6.5.** Installation. Show Host will provide appropriate equipment per the instructions provided by SKD needed for in the installation and cleaning of the Sculptures, to be completed with the supervision of SKD. Such instructions shall be provided by SKD at least sixty (60) days prior to the shipment of Sculptures.
- **6.6. Third party exhibitions.** Show Host may arrange for the installation of the Sculptures for the purpose of exhibition at third party sites ("Third Party Exhibitions"). The SKD will have no direct dealing or contract with Third Party Exhibition sites and relies on the Show Host to a) ensure that each site is made aware of, and has agreed to comply with, the relevant terms and provisions of this Agreement; and b) remain responsible for compliance with its obligations under this Agreement. Show Host will be responsible for soliciting, arranging, and securing Third Party Exhibitions, and for negotiating and collecting fees for any Third Party Exhibitions. Show Host may not assign or transfer any rights reserved by SKD to any Third Party Exhibitor.
- 6.7. Transport between third party sites. Show Host may transport Sculptures to third party locations as necessary during the Loan Period and agrees that it will be responsible for arranging with each Third Party Exhibition site for the unpacking, installation, repacking, and transport between sites. Show Host remains responsible for all shipping and installation costs related to Third Party Exhibitions. Show Host or its appointed agents trained by SKD must supervise unpacking/packing and installation at Third Party Exhibition sites. Show Host will ensure the operation of an adequate system of checking and recording the condition of the Sculptures between Third Party Exhibition sites. It will be Show Host's sole responsibility to ensure that Third Party Exhibitions comply with the terms of this Agreement.
- 6.8. Insurance. From the time that the common carrier delivers the Sculptures to Show Host, Show Host agrees to provide an "All Risk" Fine Arts property damage insurance policy insuring against losses and/or damages due to mishandling, negligence, fire, theft, flood, earthquake, vandalism and any and all other losses and/or damages to the Sculptures. Said policy(s) shall include onsite insurance coverage for Third Party Exhibition sites or, if necessary, Show Host shall require each Third Party Exhibition site to insure the Sculptures for the period whilst in its care. The Show Host shall provide a certificate of insurance naming Sean Kenney Design, Inc. as additional named insured in said policy(s). The amount of insurance to be provided by Show Host shall cover a minimum replacement cost of the values indicated in Exhibit 1 and commercial general liability of \$1,000,000 (each occurrence), \$2,000,000 (aggregate).
- **6.9.** Care, preservation and inspection. Show Host is responsible for inspecting and protecting the Sculptures during the Loan Period. The Sculptures must be displayed in a controlled environment, free from direct sunlight, rain, snow, high winds, or other elements that may cause damage or heavy wear to the Sculptures. Outdoor locations must be covered and approved by SKD in advance.
- **6.10.** Marketing and branding. Show Host must abide by the branding requirements outlined by The LEGO Group (see Section 12 and Exhibit 2) and as specified by SKD. All advertisements, marketing, electronic media, and literature must be sent to SKD for approval prior to use.
- **6.11. Storage.** Show Host will store, or cause to be stored, all packing materials, tools, crates, pallets, boxes, and any sculptures not currently on display throughout the duration of the Loan Period in a dry,

climate-controlled area. Crates must be stored closed. Undisplayed sculptures must be re-packed in their crates.

- **6.12. Terms from The LEGO Group**: The LEGO Group is not party to this relationship but Show Host must abide by the terms listed in Exhibit 2 and Section 12.
- **6.13. Return shipment.** Prior to return-shipping the Sculptures, Show Host must photograph the packed sculptures, and exterior of crates / boxes to use as evidence in potential cases of damage during shipment to the location SKD designates at the end of the Loan Period.
- 7. Show Host Responsibilities: Care, preservation and inspection. It is expressly acknowledged between the parties to this Agreement that the Sculptures are works of art made from numerous individual parts and as such are subject to gradual deterioration from the elements for which neither party is responsible. Further, it is expressly acknowledged between the parties to this Agreement that minor damages to or defects in or to the Sculptures may occur from time to time during the Loan Period.
- 7.1. Show Host acknowledges that it has the sole responsibility to provide security against damage to the Sculptures.
- 7.2. Show location and all Third Party Exhibition sites must be secured from theft and vandalism by use of lockable facilities. Inadequate site security is grounds for termination of this Agreement at the expense of Show Host.
- 7.3. Show Host will erect barriers in accordance with instructions provided by SKD and post signage to warn, protect and prevent injury to any person attending the Show including but not limited to visitors and employees. All barriers and signage must be approved by of SKD.
- 7.4. Show Host shall be responsible for any damage to or theft of any part of the Show, except for damage caused by normal wear and tear or the acts or omissions of SKD or SKD's employees or agents. Show Host shall also be responsible for injuries or property damage arising out of the negligent or wrongful acts or omissions of the Show Host, its employees or agents, and third party exhibitors
- 7.5. Show Host shall perform a close visual inspection of the Sculptures and the area immediately surrounding the Sculptures once per week. It is the responsibility of Show Host to notify SKD of any damage, defect or theft that occurs.
- 7.6. SKD, upon receiving notice of damage or defect, shall make all reasonable efforts to assist Show Host in repairing said damage or defect, if, in SKD's sole determination, such repair is required. If, in SKD's sole determination, the Sculpture is defective or the Sculpture is damaged as the result of normal wear and tear or by the acts or omissions of SKD, shipment to the Show location, or SKD's employees or agents, SKD shall be responsible for the cost of the repair.
- 7.7. If damage is the result of causes other than wear and tear, shipment to the Show location, or the acts or omissions of SKD or SKD's employees or agents, then Show Host shall be responsible for the costs of the repair. Such costs may include round-trip shipping of the Sculpture to SKD's studio and/or travel costs to Show Host or Third Party Exhibition site, subject to SKD's sole determination.
- 7.8. If any damages to or defects in the Sculptures occurs repeatedly or are major in SKD's sole determination, SKD has the right to remove any or all Sculptures from the Show. Upon such removal, SKD may provide a replacement Sculpture or negotiate a change in the Fee with Show Host unless the damage or defect is caused by the negligent or wrongful acts or omissions of the Show Host, its employees or agents.
- 8. SKD's responsibilities. SKD will be responsible for the following:

- **8.1. Sculptures.** SKD will provide the sculptures specified in **Exhibit 1**. Unless specified, the Sculptures do not come with pedestals or display cases.
- **8.2. Delivery/shipping logistics.** SKD will pack and crate the Sculptures for delivery to Show Host site and arrange for pickup of the Sculptures after the Loan Period has concluded. Show Host will be responsible for the cost of shipping the Sculptures to and from the Show Host. SKD will provide information on how Show Host will return ship the Sculptures after Loan Period has ended.
- **8.3.** Unpacking and installation. SKD will provide at least one agent to assist Show Host with the unloading, unpacking, and installation of Sculptures at Show Host site. SKD and/or SKD's agents(s) will provide a one-time onsite training to Show Host and Show Host's staff on proper installation, maintenance, and removal procedures.
- **8.4. Repacking and deinstallation.** SKD will provide at least one employee to assist Show Host with the de-installation, repacking, and reloading of Sculptures at Show Host site. As needed, SKD will provide specifications and guidelines to assist Show Host in the deinstallation, packing, and loading of the Sculptures.
- **8.5.** Approvals. As needed, SKD will provide staff to review and approve, in a timely manner, Show Host's marketing materials, signage, barriers, merchandise, and other items requiring review and approval.
- **8.6.** Site Visit. Upon request, SKD will conduct a site visit prior to the Loan Period to assess the Show Host's site and to offer advice on display of the Sculptures and conduct an assessment of site security, staging area, crate storage area, and other recommendations to successfully display the Show. Additional site visits may be requested and will be undertaken at Show Host's expense. [Optional: SKD can either provide up to 2 (two) digital site visits using video conferencing at no additional charge OR an in-person site visit.
- **8.7. Sean Kenney personal appearance.** Sean Kenney may provide an appearance at the Show Host or Third Party Exhibition site for an additional fee. The parties will mutually agree upon programming for such an appearance, including, but not limited to: meet-and-greets, autograph sessions, building with visitors, speeches and/or presentations.

9. Ownership of design; Merchandising.

- **9.1.** All design of and intellectual property related to the Sculptures and the Show is owned by SKD. No reproduction, duplication, distribution, or modification of the Sculptures or their likeness or any of SKD's copyrights and trademarks may be undertaken without the express written consent of SKD.
- 9.2. Unless otherwise notified in writing by SKD, Show Host may photograph the Sculptures for archival, catalog and publicity purposes only. It is understood that the Sculptures may be photographed by the general public.
- 9.3. All rights to commercial production or reproduction remain with SKD.
- 9.4. Show Host or its third-party vendors may not sell any merchandise that uses SKD or LEGO's intellectual property, or images or renderings of the Show, without the prior written consent of SKD.

10. The LEGO Group.

10.1. The LEGO Group is not party to this relationship. Show Host may not imply that Show Host or SKD represent The LEGO Group in any way.

- 10.2. Show Host may not use The LEGO Group's brands, trademarks, trade names, or logos with- out prior written permission. All uses of the The LEGO Group's intellectual property must abide by the terms in Exhibit 2. All advertisements and literature must be approved in advance by SKD.
- 11. Assignment. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.
- 12. Laws. Terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Wisconsin, and any and all litigation or actions commenced in connection with this Agreement shall be instituted in the appropriate courts in Milwaukee County, Wisconsin.
- 13. Amendments to the agreement. This Agreement shall not be changed, modified, altered, or amended in any respect without the mutual consent of the parties hereto, which consent shall be evidenced by a written amendment to the Agreement executed by both parties.
- 14. Termination. This Agreement shall terminate upon expiration of the Loan Period or, upon mutual agreement, at the end of an extended term, unless any of the following termination rights are earlier exercised:
- 14.1. If a party is adjudged bankrupt or makes a general assignment for the benefit of creditors, if a receiver is appointed on account of a party's insolvency, or if a party is otherwise guilty of a substantial violation of the Agreement, the other party may terminate the Agreement after giving Show Host a minimum thirty (30) days written notice, without penalty to the terminating party.
- 14.2. 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 the event of non-monetary default) and seven (7) days (in the case of monetary default) in which to cure the default. The breaching party will not be entitled to a return of Fees.
- 14.3. SKD may terminate this Agreement for any reason by giving the Show Host 365 days written notice. SKD shall return any deposits and payments made by Show Host within 30 days of that termination.
- 14.4. SKD may terminate this Agreement if the sculptures are damaged, stolen, or otherwise deemed unpresentable prior to shipment to Show Host. SKD shall return any and all payments made by Show Host upon such termination.
- 14.5. This Agreement may be terminated at any time and for any reason upon mutual written agreement.
- 15. Indemnification. To the fullest extent permitted by law, the parties shall defend, indemnify, and hold the other party, its agents, successors, and assigns, harmless from and against all claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from (A) any claims of infringement or misuse of any intellectual property, including misuse of The LEGO Group trademarks, logos, and other collateral as described in Exhibit 2, (B) the operations performed under this Agreement, and (C) bodily injury, sickness, disease, death, or injury to or destruction of tangible property, including the loss of use resulting there from, caused in whole or in part by any negligent act or omission of a party, its subcontractors, its agents, or anyone directly or indirectly employed by any of these parties or anyone for whose acts any of them may be liable. Nothing in this agreement shall be construed to constitute a waiver of any otherwise applicable immunity, limited immunity or limitation on liability under Wisconsin law.

- 16. Severability of Agreement. In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but shall be construed as if such invalid or unenforceable provision had never been contained. Further, in the event that any provision shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.
- 17. Failure to enforce. The parties shall not be required to enforce any right or remedy available under the Agreement, however, if any party elects to waive a right or remedy under this Agreement, the waiving party shall not be precluded from asserting said right or remedy thereafter.
- 18. Force majeure. Except as otherwise provided, neither party shall be obligated to perform hereunder, and neither shall be deemed to be in default, if performance is prevented by fire, earthquake, flood, act of God, riot, civil commotion, destruction of the facilities, or other matter or condition of like nature, or any law, ordinance, rule regulation or order of any public or military authority stemming from the existence of economic controls, riot, hostilities, war, or governmental law and regulations. In the event of a labor dispute which lasts more than ten (10) days and which results in a strike, picket, or boycott impacting Show Host's ability to provide goods and services pursuant to this Agreement, SKD reserves the right to provide or contract to provide any of the goods and services which Show Host is not adequately performing hereunder.
- 19. Audit. SKD, 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 SKD 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 SKD. 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. SKD 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 SKD. 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.
- 20. Non-Discrimination, Equal Employment Opportunity and Affirmative Action Programs. In the performance of work or execution of this Agreement, SKD shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. SKD will post in conspicuous places, available for employment, notices to be provided by Show Host setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the Show Host to terminate the Agreement without liability for the uncompleted portion or for any materials or services purchased or paid for by SKD for use in completing the Agreement.
- 21. Targeted Business Enterprises. SKD shall comply with Milwaukee County Ordinance Chapter 42 and CFR 49 part 23, which has an overall goal of seventeen percent (17%) participation of certified

disadvantaged, minority and/or women business enterprise (DBE) on professional service contracts. In accordance with this, the Contractor shall ensure that DBE's have the maximum opportunity to participate in this project. The specific goal for this project is <u>zero</u> percent (0%).

22. Open Records. Both parties understand that Show Host 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. SKD hereby agrees that it shall be obligated to assist Show Host 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 contractor shall then and in such event be obligated to indemnify, defend and hold Show Host harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by Show Host in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of seven years after receipt of final payment under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written.

	Sean Kenney Designs, Inc.			
	В	By:	Name, Title	Date:
	N	/ilwaul	cee County Zoo	
	В	By:	Charles Wikenhauser, Direc	Date:
Approved with regards to Cou	ınty Ordinance Chap	oter 42:		
By:Community Business	Date: Development Partne	ers		
Reviewed by:			Approved for execution:	
By: Risk Management Reviewed and approved per Insurance evidencing comp prior to exhibit installation participation.	r insurance and ind liant coverage mus	lemnifi st be su	cation language only. Ce bmitted to Risk Manager	ertificate(s) of ment and approved
Approved:			Approved:	
By:Comptroller	Date:		By:County Executive	Date:
Approved as compliant under	Wis. Stats. § 59.42(2	2) <i>(</i> b)5,	Stats.	
By:Corporation Counse	Date:			

Exhibit 1: Sculptures

(attached as separate document)

Exhibit 1

This attachment is to the loan Agreement between the Milwaukee County Zoo and Sean Kenney Design, Inc. for the loan of *Nature Connects*, *Art with LEGO bricks*.

Loan Period and Lease Price

To be open for the public from Saturday, May 22, 2021 through Monday, September 6, 2021 for the lease price of \$300,000 plus round-trip shipping.

Shipping

Shipping will be billed at cost and invoiced after delivery of the exhibit, and as a final invoice after removal.

Site Visit, installation and removal

Sean will provide staff for the site visit, and two persons for installation and two persons for removal. All travel for Sean Kenney's install crew to make three trips for the site visit, the install and the removal are included in the fee and are not additional expense. The exhibition will be displayed inside a secured building. No sculpture will be exposed to direct sun, wind or other elements.

Payment schedule

Date	Payment Due Dates	
Deposit with return of signed contract	\$60,000	
January 1, 2021	\$80,000	
April 1, 2021	\$80,000	
June 1, 2021	\$80,000	
Total	\$300,000	
Total	\$300,000	

Payment options:

Make checks payable to:

Sean Kenney Design, Inc.

341 Pacific Street, Ground Floor

Brooklyn NY 11217 USA

Wire transfers:

Bank of America NYS-334-01-01

800 Avenue of the Americas

New York, NY 10001 USA

+1 212 684 1541

ABA: 026009593

SWIFT: BOFAUS3N

Account: 004832429622

Credit cards:

Accepted online at

www.seankenney.com/payments

Sculptures

	Sculpture and crates	Insurance Value		
1	Mother Polar Bear and Cubs	\$ 147,000		
2	Deforestation (Formosan Clouded Leopard and Excavator Mosaic)	\$ 58,000		
3	Dodo Bird	\$ 76,525		
4	Slow Loris	\$ 38,000		
5	American Bald Eagle	\$ 35,000		
6	Hummingbird and Trumpet Flower	\$ 38,500		
7	Ladybug and	\$ 38,000		
8	Lion	\$ 48,000		
9	Parrot Murals (Four Murals @\$12,000 each)	\$ 48,000		
10	Panda in 2 sections (\$83,000 and \$16.500)	\$ 99,500		
11	Tree Frog	\$ 77,000		
12	Snow Leopard	\$ 39,200		
13	Chinese Dragon	\$ 94,750		
14	Jeweled Chameleon	\$ 29,900		
15	Rose	\$ 23,500		
	(in construction)			
16	Goats on a Cliff	TBD		
17	Venus Fly Trap	TBD		
18	Chinese Pangolin	TBD		
19	Rosette Skimmer Dragonfly	TBD		
20	Great White Shark	TBD		
21	Orangutan	TBD		
	(in design)			
22	Caterpillar	TBD		
23	Green Turtle and Tangs	TBD		
24	Birdhouses	TBD		

	Sculpture and crates	Insur	ance Value	
25	Butterflies Madagascar Lemurs		TBD TBD	
26				
	30,000 loose LEGO bricks for use in Play Area	\$	6,475	
	Crating	\$	120,000	
	Assorted tools for install cleaning and removal	\$	500	
	TOTAL (as of Feb 26, 2018)	\$	1,017,850	

A. The LEGO Group.

These terms were written by The LEGO Group, which is not a party to this relationship. It is expressly understood that The LEGO Group may change these terms from time to time, which is out of the control of SKD and Show Host. SKD agrees to send updates to Show Host and Show Host agrees to comply with any future updates to these terms.

- 1. The word LEGO and related major brand names: LEGO, LEGO DUPLO®, LEGO TECHNIC®, LEGO MINDSTORMS® NXT, and BIONICLE®, must be written in all CAPITAL letters.
- 2.Please use LEGO trademarks as adjectives, not as nouns. For example, refer to the products as "LEGO toys," "LEGO DUPLO sets" or "LEGO MINDSTORMS NXT robots." LEGO products should not be referred to in a generic way, such as "LEGOS" or "legos," or as plural or possessive words like, "LEGO's,"
- 3. The first time one of LEGO registered trademarks appears in copy (especially in a headline or title), it should be accompanied by the appropriate registration symbol (either ®, if the trademark is registered in all of the countries in which it is being used, or TM, if registration is limited or pending). Registration symbols are NOT needed when writing our company names (i.e., LEGO System A/S, The LEGO Group).
- 4. Do not set any LEGO trademarks in a special typeface or lettering so that the word takes on the appearance of a new logo or design (e.g., LEGO toys, NOT LEGO toys (Italics)).
- 5. LEGO trademarks that contain two or more words should never be split/separated on different lines of printed materials.

B. Sean Kenney Design, Inc.,

- 1. Sean Kenney Design branding, merchandising, and images must be the focus of all marketing materials. The focus means a larger typeface, larger or more prominent imagery, and first mention in any advertising materials.
- Marketing materials. SKD will provide Show Host with digital copies of high-resolution photographs
 of the Sculptures, logos, and information about SKD and the Sculpture for use in marketing. All use
 of these materials must be approved by SKD. All digital marketing materials must include a link to
 www.seankenney.com.
- 3. SKD's name must be present in all advertisements, marketing, electronic media, and literature.
- 4. Show Host must display the provided credits for each Sculpture and for the Show.