

American Library Association
Public Programs Office
50 East Huron Street
Chicago, Illinois 60611-2795
USA

TDD 312 944 7298
<http://www.ala.org/publicprograms/>

Telephone 312-280-5287
Fax 312-280-5759
E-mail brussell@ala.org

ALA American Library Association

Letter of Agreement

This is an agreement between the traveling exhibition host site and the American Library Association (ALA) Public Programs Office for the exhibition *Thinking Money*.

Please return a signed Letter of Agreement to ALA by April 8, 2016; agreement may be e-mailed to brussell@ala.org or faxed to 312-280-5759. We must have a copy of this agreement on file in order for your site to participate in the project.

The Billings Public Library agrees to serve as a host for the national tour of the traveling exhibition *Thinking Money*. *Thinking Money* was developed by the American Library Association Public Programs Office in collaboration with the FINRA Investor Education Foundation, whose support made this exhibition possible.

Failure to comply with the conditions described below may result in the site being removed from the tour, and will affect the host's opportunities to take part in other exhibition tours and programs offered through the ALA Public Programs Office.

Display dates

- The host agrees to display the exhibition during the dates stated in the itinerary prepared by ALA.

Programming requirements

- The host agrees to present a minimum of four public programs, events or activities related to the personal finance themes explored in the exhibition. These may include an opening event for the exhibition and/or educational programs and activities offered in collaboration with community organizations, schools, universities, community colleges or government agencies. To ensure that all programming is strictly noncommercial, the public programs may not be offered in conjunction with financial services firms, including banks, investment advisers and brokerage firms. The programs should include one opening event. Any one of these programs may be combined with the opening event.
- The host agrees to provide the ALA Public Programs Office with titles, presenters, and times of all exhibition public programs at least one month before the exhibition opens at the site.

Local project administration

- The host agrees to appoint one staff member as the project director (local coordinator) of the project. Project directors are required to attend the exhibition orientation workshop in Orlando, FL on June 24,

2016. The project director must oversee public program development and publicity, coordinate the planning of local programs and must be present to supervise the setting-up and taking down of the exhibition.

- The host agrees to file a programming allowance request form and use the \$1,000 programming allowance from the FINRA Foundation to support *Thinking Money* programming-related expenses.
- The host agrees to charge no fees for viewing the exhibition or attending related programs. Fundraising programs are allowed, as long as the four required programs are free and open to the public.

Security and Handling

- The host agrees that the project director will supervise the unpacking and setting-up, and the taking down and repacking of the exhibit, following the instructions given to the host site by FINRA and ALA. The host site will display the exhibit according to the guidelines provided by ALA.
- The host will carefully follow all instructions provided by ALA for setting up, operating and taking down and packing all exhibition components.
- The host agrees to display the exhibition in an appropriate and safe environment. An appropriate environment means that the exhibition is not displayed outdoors, in a tent area, or in a temporary building, but in an open area or gallery inside a permanent building. The exhibit should be monitored by staff every 30 minutes during peak periods of use, and every hour during off-peak times. The host should examine the exhibit at the end of each day to determine that all components are in working order and undamaged. Host will report any damage or other important information about the exhibition to ALA as soon as possible after it is observed.

Intellectual property rights

- The host recognizes that portions of the exhibit and accompanying marketing materials and publicity images may use trademarks, logos, artwork, photographs, renderings, props and other property (together, the "Intellectual Property") belonging to or licensed to FINRA, ALA and other institutions or individuals who contributed to the exhibition. All rights in and to the Intellectual Property are hereby expressly reserved to ALA. The host site shall not modify, delete, obliterate or otherwise alter the use or appearance of any such item. In the event of the violation of Intellectual Property Rights, the American Library Association reserves the right to terminate the host site's use of the exhibition.

Advertising and publicity

- The host agrees to promote exhibition-related programs to the widest possible public audience.
- The host agrees to follow the guidelines provided in the exhibition press kit for use of FINRA and ALA names and logos, and to use the official exhibition credit language in all publicity to ensure that all parties are properly credited in all publicity and communications relating to the exhibit.
- The host agrees to the following provisions regarding photography or filming of the exhibition: 1) Photography of the exhibition by the host and the public is permitted; 2) Filming of the exhibition may be done by the press and the host for publicity purposes, but any other filming must be approved in advance in writing by the American Library Association.

Damages and insurance

- The host agrees to indemnify and to hold harmless FINRA and ALA Public Programs Office against all damages, claims, suits or other legal proceedings arising from or attributed to negligent or improper operation or display of the exhibit by the host site, or violation of third party rights resulting from any unauthorized creation, use, display, or modification of the exhibit or advertising or publicity materials relating to the exhibit.
- The host agrees to maintain responsibility for the condition of the exhibition. Sites will be held responsible for damage to or loss of the exhibition when it is under their control. ALA is not responsible for personal injury or property damage arising from the installation, use, or defective nature of the traveling display.
- The host agrees to add an insurance rider in the value of \$55,000 on their insurance policy for the time the exhibit is at the host site or arrange to have the exhibition insured under the host site's comprehensive insurance for \$55,000, and to provide a certificate of insurance or letter from an authorized insurance agent to the ALA Public Programs Office no later than 45 days prior to the exhibit opening day at the host site. Sites should insure the exhibition for 10 days prior to and 10 days following the exhibition display dates.

Reporting forms

- The host agrees to provide all reports to ALA by the deadlines requested, including a programming form with details of all programs, an exhibition condition report, and a final project report (forms will be provided by ALA).
- The host agrees to participate in the exhibition evaluation, including carrying out surveys and submitting data as requested.

Shipping

- ALA will make reasonable efforts to assure prompt delivery of the exhibit. However, ALA cannot be responsible for damages, financial or otherwise, incurred by the host site as a result of delay in delivery or failure to deliver the exhibit due to circumstances beyond its control.
- FINRA and ALA reserve the right to cancel the exhibition tour at any time.

Please complete and sign this Letter of Agreement and return to ALA by April 8, 2016.


 Signature of Host Institution Director

Christina F. Volek, City Administrator

Name and Title (please print or type)

4-5-16
 Date

Melanie Welch, Project Director
 ALA Public Programs Office

Date

Please scan (preferred) and return a signed copy of this document (keep a copy for your records) to:
brussell@ala.org

You may also fax to: 312-280-5759 or

Mail to:

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