

Exhibit Loan Agreement

This Agreement is made and entered into by and between The Paly Foundation, LLC. ("Lender") and _____ ("Borrower")

Borrower understands and agrees to accept the loan of the exhibit subject to the conditions set forth as follows:

1. The loan period is from _____ 20____, until the end date of _____, 20____, unless prior written approval for an extension is granted.
2. The exhibit will arrive complete in its container(s). Borrower will ship the exhibit back in the same container(s) and in the exact same manner in which the exhibit was originally packed when the Borrower first received the exhibit. Borrower is responsible for all charges related to shipping the exhibit to and back from the Borrower's location.
3. The exhibit package contains a list of contents. Upon receipt of the exhibit, Borrower must report to the Lender anything damaged or missing within 24 hours. After returned exhibit is inspected by Lender, Borrower will be billed for any missing items.
4. Borrower is responsible for the exhibit, and all attempts must be made to keep the exhibit safe from theft or damage. If someone other than Borrower is setting up, removing, or repacking the exhibit, Borrower must supervise and ensure that all related instructions are read and followed. Instructions are online and can be found on the exhibit product page. If the exhibit is returned damaged, a \$500 replacement fee for each damaged panel will be charged. Under no circumstances may any alteration or repair to the exhibit be undertaken without prior approval from the Lender.
5. If the exhibit is not returned in the same clean condition in which it was received, a \$50 cleaning fee will be charged.
6. Borrower agrees to notify the Lender within one business day of any theft, damage, or loss to the exhibit while in the Borrower's possession.
7. Borrower agrees to provide Lender with at least five high resolution images of the exhibit in its surroundings while installed at your venue. Borrower agrees that Lender may use such images in its marketing and social media efforts. Borrower agrees to allow Lender to use its corporate logo on lender's website and in its social media posts. Borrower also agrees to complete the hosting exit survey in a timely manner. **Please initial:** _____.
8. All original materials are copyrighted by the Lender. Taking and sharing pictures or videos of people interacting with the exhibit are encouraged. Printing or sharing of the Educators Guide is allowed as long as all features identifying said material as belonging to the Lender (such as headers, footers, logos, etc.) remain intact and, printing or sharing is done for educational and non-commercial purposes only.
9. Borrower agrees to indemnify, defend, and hold harmless the Lender and its trustees, officers, directors, employees and agents from and against any loss, expense, liability, damage, claim, action, lawsuit, judgment, including attorney fees, made or brought on behalf of the Borrower, its staff, volunteers, students, or anyone on Borrower's premises, for personal injury or death, or for loss or damage to property, that arises either directly or indirectly out of the use of the exhibit. The Lender and its trustees, officers, directors, employees and agents shall not be liable for any failure of or delay in the performance of this Loan Agreement if the exhibit becomes unavailable or inaccessible due to causes beyond the reasonable control of the Lender, including but not limited to

acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

10. This Agreement contains the complete understanding and agreement of Borrower and Lender and supersedes all prior representations, warranties, agreements, arrangements, understandings, and negotiations.

11. This Agreement shall be governed by the and construed in accordance with the laws of the State of Arizona, without giving effect to conflict of laws principles. Any cause of action arising from this agreement shall be brought exclusively in the state or federal courts located in Maricopa County, Arizona and the parties hereby consent and submit to the exclusive jurisdiction and venue of such courts.

IN WITNESS WHEREOF, The parties have executed this Loan Agreement as of the date set forth above.

Borrower Signature: _____ Date: _____

Printed Name: _____

Organization Name: _____

Organization Address: _____

City: _____ State: _____

Lender Signature: _____ Date: _____

The Paly Foundation, LLC.
4251 N. Marshall Way
Scottsdale, AZ 85251