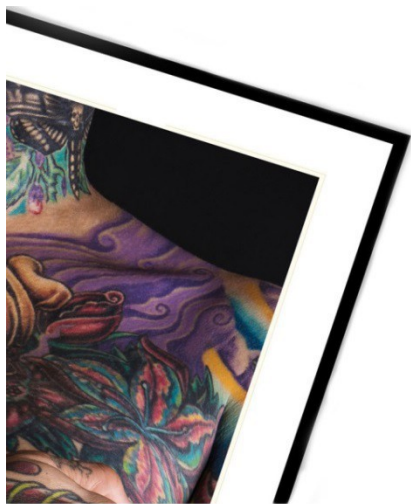




My Story, My Tattoo

A Travelling Exhibit from the Wellington County Museum and Archives



My Story, My Tattoo

A Travelling Exhibit from the Wellington County Museum and Archives

Exhibit Concept

Tattoos are living images that reveal important stories about our residents, our community and the tattoo phenomenon. **My Story, My Tattoo** features 31 photographs and stories of people and their amazing tattoos. The exhibit includes four audio stations (with eight audio interviews), six videos and 29 text panels.

Participants represent every walk of life – everyone from a cancer survivor to teachers and their students, a firefighter and a farmer. The participants range in age from 26 to 89 years and live throughout Wellington County.

All of the individuals were open and honest, and their stories and personalities are represented through this series of thought-provoking and colourful images. **Chris Piccinetti**, a Guelph photographer and graphic designer for the County of Wellington, photographed these inspiring images.

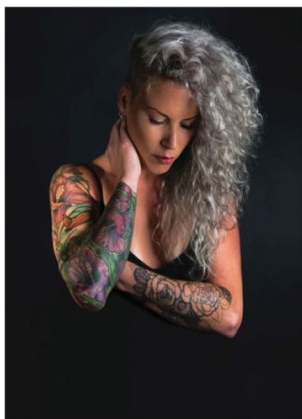
For specific booking information, please contact

Amy Dunlop, Curatorial Assistant

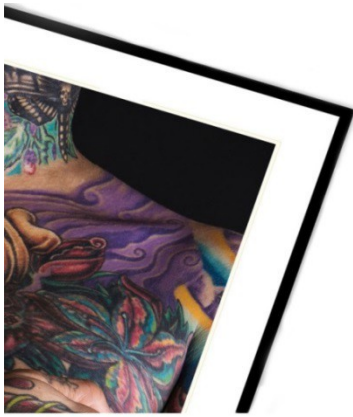
519.846.0916 x 5232

1.800.663.0750

amyd@wellington.ca.



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www.wellington.ca/Museum



My Story, My Tattoo

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Exhibit Essentials

Size: 150 to 200 running feet of wall space will accommodate full exhibit (smaller pieces can be double-hung)

- 31 framed photographs (15 @ 34 x 42", 10 @ 22 x 27", and 6 @ 18 x 22")
- Video Content (6 videos in mp4 format) *flat screen not included
- Audio Content (8 audio files in mp3 format) *4 free-standing audio stations included (power outlet needed)
- Text panels (29 labels)
- Portable display title panel *not suitable for outdoor display
- Package (pdf) – instructions, condition reports, media release template and graphics to use

Language: All text is in English; host venue may provide translation if desired.

Exhibit Duration: Minimum time – 3 months

Booking Fee: \$1,000 (plus taxes, incoming shipping charges and fuel surcharge)

- \$300 per month for each additional month (plus applicable taxes)
- \$80 per week for each additional week (plus applicable taxes)

Shipping Essentials:

Four wooden crates (with a dolly)

- ☐ (H) 46" x (W) 54" x (D) 22" (Large framed photographs 1 to 8 – 34 x 42")
- ☐ (H) 42" x (W) 60" x (D) 15" (Large framed photographs 9 to 16 – 34 x 42")
- ☐ (H) 33" x (W) 46" x (D) 20" (6 framed photographs -18 x 22", 10 framed photographs – 22 x 27")
- ☐ (H) 15" x (W) 37.5" x (D) 50" (audio stations, media player, labels)

Insurance Value:

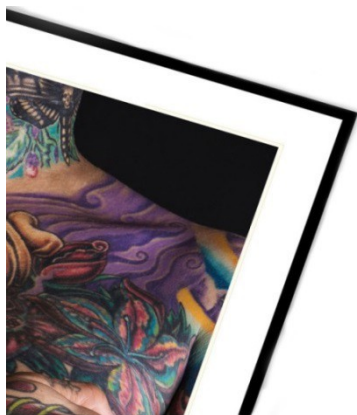
\$20,000



ALTERNATE FORMATS AVAILABLE UPON REQUEST



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My Story, My Tattoo

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Insurance Values

Item	Qty.	Description	Each	Totals
1	15	32 x 40 print plus frame	\$530	\$7,950
2	10	20 x 25 print plus frame	\$430	\$4,300
3	6	20 x 26 print plus frame	\$350	\$2,100
4	4	Audio units, stands	\$250	\$1,000
5	1	Video media player, button switches, enclosure, cable	\$430	\$430
6	4	Wooden crates and packing material	\$740	\$2,960
7	1	Acrylic cleaner, microfiber cloth, binder, moving dolly etc.	\$175	\$175
8	1	pop-up banner stand	\$285	\$285
9	30	wall labels, printed, laminated and mounted	\$9	\$270
TOTAL INSURANCE VALUE:				\$19,470



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My Story, My Tattoo – Travelling Exhibit Agreement

THIS AGREEMENT is dated the _____ day of _____, 2021

BETWEEN:

THE CORPORATION OF THE COUNTY OF WELLINGTON
(hereinafter referred to as the "County")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF FORT FRANCES
(hereinafter referred to as the "Borrower")

OF THE SECOND PART

WHEREAS:

1. **My Story, My Tattoo** is an exhibit owned, designed, developed and produced by the **County** ("the Exhibit").
2. The **County** and the **Borrower** wish to enter into an agreement for the hire of the Exhibit for a period from **May 4 to July 6, 2022** ("the Exhibit Duration").
3. The Exhibit is owned by and has been designed, developed and produced by the County. It contains objects from the **County's** collection.
4. The **County** intends to grant the **Borrower** the right to display the Exhibit in accordance with the terms set out in this Agreement.
5. The Exhibit will be displayed at **Fort Frances Museum & Cultural Centre**/ 259 Scott Street, Fort Frances, ON P9A 1G8 ("the Venue").
6. The Exhibit will be displayed at the Venue according to any specifications supplied in advance by the **County**. Any proposed change in the Exhibit title, Exhibit content, Venue or Exhibit Duration must be approved in writing by the **County** prior to the Exhibit delivery date. Any other changes to this Agreement must be made in writing and signed on behalf of each Party (or their agents).



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My Story, My Tattoo – Travelling Exhibit Agreement

NOW THEREFORE, in consideration of the premises and mutual agreements contained in this Agreement and of other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party hereto), the Parties agree with one another as follows:

1. LOAN

- 1.1. In consideration of the mutual undertakings contained herein and of the fees and costs payable hereunder, the **County** shall lend and the **Borrower** shall accept on loan the Exhibit upon the terms and conditions set out in this Agreement to the exclusion of any other terms, conditions or representations.
- 1.2. The Exhibit shall only be shown to the public at the Venue during the Exhibit Duration.

2. FEES AND PAYMENT

- 2.1 The **Borrower** shall pay the **County** a rental fee **(\$690.90) plus HST** ("Rental Fee"), according to the payment schedule set out below:
- 2.2 The **Borrower** agrees to pay a **25% deposit of the Rental Fee (\$172.50) plus HST** to confirm their booking of the Exhibit to be paid 30 days after the signing this Agreement. The deposit is deductible from the Rental Fee and the remaining balance must be **paid by the day the Exhibit leaves the Borrower**. The deposit is non-refundable.
- 2.3 The **County** will not be responsible for expenses incurred by the **Borrower** in fulfilling the terms of this Agreement. The **Borrower** shall be responsible for bearing all costs incurred by the **County** or any third party engaged by the **Borrower** to enable the **Borrower** to comply with the **Borrower's** obligations under this Agreement.

3. OWNERSHIP, RIGHTS AND APPROVALS

- 3.1 All Intellectual Property Rights residing in the Exhibit shall at all times remain vested in the **County**.
- 3.2 The **Borrower** shall use the Exhibit only as specified in this Agreement.
- 3.3 The **County** hereby grants to the **Borrower** a non-exclusive licence to use the Exhibit during the Exhibit Duration for the purpose of hosting, publicising and promoting the Exhibit including digital 360° tours and media interviews showing the Exhibit provided that any such use is compliant with this Agreement
- 3.4 The **Borrower** shall not make additions to, deletions from, copies of, recordings of or alterations to any of the Exhibit without the express prior written consent of the **County**.



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My Story, My Tattoo – Travelling Exhibit Agreement

4. GENERAL

- 4.1 The **Borrower** agrees to present this Exhibit in accordance with the terms outlined in this Agreement.
- 4.2 The **Borrower** confirms that the information contained in their Standard Facility Report on file with the **County** is current and accurate.
- 4.3 The **Borrower** will at all times protect and care for the Exhibit to recognized professional standards.
- 4.4 The Exhibit will serve only educational purposes and will not be used for commercial or political purposes.
- 4.5 Within 30 (thirty) days of the Exhibit's closing date, the **Borrower** will complete and return to the **County Outgoing Condition Report** and **Summary Report set out in the Manual referred to below** as well as digital copies of photographs of the Exhibit, and all paid and unpaid **publicity and promotional material** gathered by the **Borrower**.

5. CARE AND HANDLING OF THE EXHIBIT

- 5.1 The **Borrower** agrees to follow all specific written instructions for handling, packing, crating and shipping the Exhibit, as specified by the **County** in the Wellington **County** Museum and Archives' My Story, My Tattoo Travelling Exhibit Manual, ("the Manual").
- 5.2 The **Borrower** shall ensure that any storage of the Exhibit while in its possession is in an area free of pests, preferably designated for the storage of art or artifacts.
- 5.3 All Exhibit components shall remain in the same condition in which they were received by the **Borrower**. Repair of any kind may **NOT** be carried out without permission from the **County**.
- 5.4 Damage, whether sustained in transit or on the **Borrower's** premises, and regardless of who may be responsible, must be reported immediately to the **County**.
- 5.5 Should damage occur during transit, the Carrier must be notified immediately and, where possible, the waybill marked accordingly upon the receipt of the shipment.
- 5.6 The **Borrower** should preserve, and if possible document with photographs, the damaged Exhibit components.
- 5.7 The **Borrower** will check the contents of the Exhibit against the **Crate List** accompanying the Exhibit, and immediately report any discrepancies to the **County**.



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- 5.8 The **Borrower** will complete the **Incoming Condition Report** as set out in the Manual within three days after uncrating, and the **Outgoing Condition Report** as set out in the Manual immediately prior to the Exhibit being re-crated for transport. The **County** will be notified of any change to the condition of the Exhibit while in the custody of the **Borrower**.

6. DISPLAY OF THE EXHIBIT

- 6.1 The **Borrower** shall ensure that the Exhibit is shown in a professional manner. The **Borrower** agrees that the Exhibit may only be shown at the Venue.
- 6.2 Text panels and the title panel will be provided to the **Borrower** and may not be revised, added to or deleted without approval of the **County**. If the label needs to be replaced contact the **County** staff who will replace it.
- 6.3 The **Borrower** will provide a space for the exclusive use of the Exhibit, and free from any activities such as eating, drinking or smoking.

7. SHIPPING

- 7.1 The **Borrower** will be responsible for the full cost of shipping the Exhibit, including any fuel surcharges that may apply, **to and from their location**. In case of back-to-back bookings, between rentals, where the Exhibit does not return to the **County**, the shipping charges may be adjusted.
- 7.2 The **County** will make arrangements for shipping **in consultation** with the **Borrower**. No changes in shipping arrangements will be made by the **Borrower**.

8. INSURANCE

- 8.1 The **Borrower** is responsible for the Exhibit while in their custody. The **Borrower** will be held financially responsible for any damage or loss which results from negligence or from failure to follow the terms of this contract. A **certificate of insurance for the value** of the Exhibit will be issued by the **Borrower** to the **County**.
- 8.2 The **Borrower** will insure the Exhibit for the full value of **\$19,470** from the date the Exhibit is sent and arrives to the **Borrower** until the date it leaves the Venue under an all-risk, wall-to-wall and door-to-door policy. If the Borrower has an **on premise** policy only, the Exhibit is covered for the full value of \$19,470 from the date the Exhibit is on the Venue until the date it leaves.



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My Story, My Tattoo – Travelling Exhibit Agreement

- 8.3 Sixty days prior to receiving the Exhibit, the **Borrower** shall provide the **County** with a Certificate of Insurance from its insurer stating that:
- 8.3.1 The required insurance is in effect;
 - 8.3.2 The contractual or assumed liability under the agreement is covered;
 - 8.3.3 The **County** has been named as an additional insured and shall contain a waiver of subrogation in favour of the **County**;
 - 8.3.4 The Cross Liability Clause will apply;
 - 8.3.5 The **County** will be given at least sixty (60) days prior written notice of any policy cancellation or of any change in the limit or type of insurance specified; and,
 - 8.3.6 In the event that a claim is made under the policy, the **Borrower** is responsible for paying the deductible.

9. SECURITY SYSTEMS AND PROCEDURES

- 9.1 The **Borrower** will ensure the security systems and procedures described in the Standard Facility Report are in effect while the Exhibit is in their custody.

10. PUBLICITY AND REPRODUCTION RIGHTS

- 10.1 All publicity and promotional materials must give credit to Wellington County Museum and Archives (WCMA).
- 10.2 The **County** will provide publicity and promotional material (such as posters, images and WCMA's logo) to the **Borrower** upon signature of this Agreement or within four months prior to the Exhibit opening.
- 10.3 Should the **Borrower** produce any **advertising, publicity and promotional material** for the Exhibit (such as printed materials, invitations, media releases, PSA's, virtual tours, or web pages), the **Borrower** will provide the **County** with drafts or mock-ups for approval before production. The **County** will respond within four (4) working days, unless agreed otherwise. Approval will not be unduly withheld. Should the **Borrower** mention the Exhibit on its website, it is to provide a link for the online visitor to the WCMA website.
- 10.4 A copy of all publicity and promotional material generated by the **Borrower** will be forwarded to the **County** within 30 days of the closing date of the Exhibit.



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My Story, My Tattoo – Travelling Exhibit Agreement

11. CANCELLATION AND CHANGES

- 11.1 The **County** reserves the right to cancel or withdraw the Exhibit at any time if the terms and conditions of this contract are not fulfilled.
- 11.2 In the event of exceptional circumstances beyond the control of the **County**, the **County** reserves the right to cancel the Exhibit tour at any time without penalty. It is understood and agreed that there shall be no claim for damages by the **Borrower**.
- 11.3 If the Exhibit is cancelled by the **Borrower less than five (5) months** prior to the commencement of the Exhibit Duration, and neither the **County** nor the **Borrower** are able to secure a new **Borrower** for the time booked, the **Borrower** must pay the Exhibit rental fee and cover shipping fees of the Exhibit back to the **County**.
- 11.4 In the event that a new **Borrower** can be secured by either party prior to the commencement of the Exhibit Duration, there shall be no penalty imposed on the **Borrower**.
- 11.5 The audio-visual and other support material are important elements to the Exhibit. Should the **Borrower** suffer the loss or damage of any of these components, a replacement fee will be charged to the **Borrower**.

12. COUNTY LIST OF CONTACTS

12.1 Primary Contact:

Amy Dunlop, Curatorial Assistant
T: 519.846.0916 x 5232
T: 1.800.663.0750 x 5232
E: amyd@wellington.ca

12.2 Secondary Contact:

Hailey Johnston Curator
T: 519.846.0916 x 5226
T: 1.800.663.0750 x 5226
E: haileyj@wellington.ca



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My Story, My Tattoo – Travelling Exhibit Agreement

13. BORROWER LIST OF CONTACTS

13.1 Primary Contact

Name, Job Title

Telephone Number

Email

13.2 Secondary Contact

Name, Job Title

Telephone Number

Email

14. INDEMNIFICATION BY THE BORROWER

- 14.1 The **Borrower** agrees to indemnify and hold the **County** harmless against and in respect of any loss, damage, claim, cost or expense whatsoever, including any and all incremental out-of-pocket costs, including, without limitation, all reasonable legal and accounting fees, which the **County** may incur, suffer or be required to pay, pursuant to any claim, demand, action, suit, litigation, charge, complaint, prosecution or other proceeding (collectively, a "Claim") that may be made or asserted against or affect the **County**.

15. NOTICES

- 15.1 Any notice, direction or other instrument required or permitted to be given by either party under this Agreement shall be in writing and shall be sufficiently given if delivered personally, sent by prepaid first class mail or transmitted by telecopier or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender:



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15.1.1 In the case of a notice to the **Borrower** at:

The Corporation of the Town of Fort Frances
320 Portage Avenue
Fort Frances, ON, P9A 3P9

15.1.2 In the case of a notice to the **County** at:

The Corporation of the County of Wellington
74 Woolwich Street
Guelph ON, N1H 3W6

Any such notice, direction or other instrument, if delivered personally, shall be deemed to have been given and received on the date on which it was received at such address, or, if sent by mail, shall be deemed to have been given and received on the date which is five days after which it was mailed, provided that if either such day is not a Business Day, then the notice shall be deemed to have been given and received on the Business Day next following such day. Any notice transmitted by tele copier or other form of electronic communication shall be deemed to have been given and received on the date of its transmission provided that if such day is not a Business Day or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been given and received at the opening of business in the office of the recipient on the first Business Day next following the transmission thereof. If normal mail service, tele copier or other form of electronic communication is interrupted by strike, slowdown, *force majeure* or other cause, a notice, direction or other instrument sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other such service which has not been so interrupted to deliver such notice.

16. GENERAL

16.1 EXPENSES

16.1.1 All costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Agreement and the transaction contemplated under this Agreement shall be paid by the Party incurring such expenses.

16.2 TIME

16.2.1 Time shall be of the essence of this Agreement.



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16.3 ASSIGNMENTS/SUCCESSORS AND ASSIGNS

- 16.3.1** Neither this Agreement nor any rights or obligations under this Agreement shall be assignable by either Party without the prior written consent of the other Party. Subject to that condition, this Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors (including any successor by reason of amalgamation of any Party) and permitted assigns.

16.4 NON-AGENCY RELATIONSHIP

- 16.4.1** The **Borrower** and the **County** are independent of one another, and this Agreement does not give either Party the right to bind another to any obligation, or to assume or to incur any obligation on behalf of or in the name of the other. This Agreement shall not be interpreted to make one Party a partner, joint venture, employee, agent or other representative of the other Party for any purpose

16.5 ENTIRE AGREEMENT

- 16.5.1** This Agreement and the documents required to be delivered hereunder, constitute the entire agreement between the Parties relating to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no representations, warranties, conditions, covenants or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth herein and therein.

16.6 AMENDMENT AND WAIVER

- 16.6.1** This Agreement may only be amended by written agreement signed by each Party hereto. Any waiver of any provision of this Agreement will be effective only if it is in writing and signed by the Party to be bound thereby, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement will operate as a waiver of such right. No single or partial exercise of any such right will preclude any further or other exercise of such right.



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16.7 SEVERABILITY

- 16.7.1** If any provision of this Agreement is determined to be invalid, illegal or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement, and the remaining provisions will remain in full force and effect.

16.8 GOVERNING LAW AND ATTORNMENT

- 16.8.1** This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or relating to this Agreement.

16.9 COUNTERPARTS AND ELECTRONIC EXECUTION

- 16.9.1** This Agreement may be executed in any number of counterparts each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. This Agreement may be executed and delivered by electronic means and each of the Parties may rely on such electronic execution as though it were an original hand-written signature.

IN WITNESS WHEREOF the Parties have duly executed this agreement on the date set out above.

Amy Dunlop

Name: (Witness, County of Wellington)

Name: (Witness, Borrower)



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THE CORPORATION OF THE TOWN OF FORT FRANCES

Name (Signature of Borrower)

Title: _____

I have authority to bind the Corporation

THE CORPORATION OF THE COUNTY OF WELLINGTON



Name: Hailey Johnston

Title: Curator

I have authority to bind the Corporation



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My Story, My Tattoo – Travelling Exhibit Agreement

OVERVIEW OF ESSENTIAL INFORMATION AS NOTED IN EXHIBIT AGREEMENT:

BETWEEN (County):	The Corporation of the County of Wellington 74 Woolwich Street Guelph, ON N1H 3T9
AND: (Borrower)	The Corporation of the Town of Fort Frances _____ (name of borrowing institution/organization – please print) 20 Portage Avenue _____ (street address) Fort Frances, ON, P9A 3P9 _____ (city/town, province, postal code)
EXHIBIT DURATION:	Pick up date from previous site: <u>May 4, 2022</u> Delivery date: <u>May 11, 2022</u> (exact date to be negotiated by shippers) _____ to _____ (Show Opening – dd/mm/yyyy) (Show Closing - dd/mm/yyyy) (Total: _____ months, 9 weeks) Date the Exhibit will leave the site: <u>July 6, 2022</u>
FEE:	The Confirmation of Exhibit Booking clause herein indicates the rental dates. Any extension to the contract must be negotiated and additional rental fees will be applied. RENTAL FEE: \$779.70 (plus shipping and fuel surcharge) 25% non-refundable deposit is required on booking: \$ 197.93 75% balance owing due by the date the Exhibit leaves site: \$ 584.77



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