

NEW-YORK HISTORICAL SOCIETY MUSEUM & LIBRARY

October 20, 2020

35993

Glenda Williams
Director of Library Services
Long Beach Public Library
200 West Broadway
Long Beach, CA 90802

Dear Ms. Williams,

We are delighted that the Long Beach Public Library will be hosting the exhibition *Billie Jean King: Champion, Activist, Legend*. We know the exhibition opening has been postponed owing to the COVID-19 pandemic, but we understand that the exhibition will open sometime in 2021 once the Billie Jean King Main Library reopens to the public. This letter serves as a formal agreement between the New-York Historical Society (N-YHS) and the Long Beach Public Library (LBPL) regarding the arrangements for the exhibition.

The period of the exhibition will be approximately 6 months, with the exact dates of opening and closing to be mutually agreed upon. The exhibition fee of \$25,000 and the expenses related to the fabrication and installation of the exhibition are being covered by Billie Jean King Enterprises. These expenses will be overseen by N-YHS and include the following:

- Exhibition design
- Fabrication of three 12-foot-long temporary walls to be placed in the central atrium of the library
- Printing and mounting of 80+ photographs to be hung on the temporary walls and other first-floor Library walls, in compliance with LBPL guidelines
- Printing of graphics and labels for the exhibition to be placed on the temporary walls and other first-floor LBPL walls, in compliance with LBPL guidelines
- Installation of temporary walls, photographs, and graphics at a time
- Deinstallation of photographs and graphics. And, if desired by LBPL, deinstallation of the temporary walls

For the exhibition, the LBPL will provide the following assistance and oversight:

- Access to the LBPL for N-YHS contractors and staff at least two weeks in advance of the exhibition opening date, so that exhibition walls, photographs, and graphics can be installed. This access should be between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday.

- Immediate notification by email or phone to N-YHS of any damage or theft, or suspected damage or theft, of the exhibition, including exhibition photographs, graphics, or other exhibition elements.
- Drafts for review and approval by N-YHS staff of all printed and electronic promotional and educational materials related to the exhibition, approval of which will not be unreasonably withheld.
- Inclusion in all printed and electronic materials prepared by LBPL of the following credit line: This exhibition has been organized by The New-York Historical Society.

Other Terms:

Copyright. N-YHS owns or has secured all rights, including copyright, in and to the exhibition and the exhibition materials prepared by the N-YHS. Except as specifically set forth in this agreement, LBPL may not reproduce, distribute, display, alter or otherwise use the exhibition materials prepared by N-YHS, or any portion thereof, for any purpose without the express prior written permission of N-YHS.

Independent Contractor. Each party is an independent contractor in connection with this agreement, shall retain complete control over its personnel and operations and shall have no right or authority to bind the other party to any obligation to a third party.

Indemnification. LBPL shall hold harmless, indemnify and defend N-YHS from and against all Losses arising out of or in any way relating to (a) the exhibition at LBPL, (b) any failure of LBPL or any of its Representatives to comply fully with any of its or their obligations in connection with this agreement or the exhibition or (c) negligence or improper acts or omissions of LBPL or any of its Representatives.

Notices. Any notice required or permitted to be given under this agreement shall be sufficient if they are in writing and sent by email, recognized overnight courier (such as Federal Express) or by certified, registered or first-class mail, postage prepaid, and addressed to the contact person specified in this agreement.

Governing Law and Disputes. The laws of the State of New York, without regard to principles of conflicts of laws, shall govern this agreement and its subject matter, construction and the determination of any rights, duties or remedies of the parties arising out of or relating to this agreement, its subject matter or any of the transactions contemplated by this agreement. The parties agree that any and all claims arising under this agreement or related thereto shall be heard and determined either in the courts of the United States located in New York City or in the courts of the State of New York located in the City and County of New York, USA.

Entire Agreement; Amendments. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior and contemporaneous documents, negotiations and communications, whether written or oral, of the parties relating to the subject matter of this agreement. No representations made by either party may be relied upon

unless set forth in this agreement. This agreement may be altered or amended only by an instrument in writing, duly executed by N-YHS and LBPL.

No Third-Party Beneficiaries. The parties intend that only N-YHS and LBPL and no other person or entity, derive any benefit from this agreement.

No Assignments. LBPL shall not be permitted to assign this agreement or any of its rights or obligations in connection with this agreement to any other person or entity without the prior written consent of N-YHS. Any attempted assignment of this agreement in violation of this paragraph shall be null and void. This agreement shall bind and inure to the benefit of the parties and their successors and permitted assigns.

Force Majeure. Neither N-YHS nor LBPL shall be liable for any delay in performance of, or failure to perform, any obligation in connection with this agreement to the extent such delay, or failure to perform, is caused by any event of pandemic, war, fire, earthquake, flood, strike, any law, rule, regulation or act of governmental authority, or any other act, event, cause or occurrence rendering a party unable to perform its obligations which is not within the reasonable control of the party. The party affected by such event shall immediately notify the other party in writing of such event.

Severability. The provisions of this agreement shall be deemed severable and, if any provision or part of this agreement is held illegal, void or invalid under applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, legal, valid and binding. If any provision of this agreement is held illegal, void or invalid in its entirety, the remaining provisions of this agreement shall not in any way be affected or impaired but shall remain legal, valid and binding in accordance with their terms.

No Waiver. A provision of or right under this agreement may not be waived except by a waiver in writing signed by the party granting the waiver, and will be effective only to the extent specifically set out in that waiver. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.

Certain Definitions. As used in this agreement:

(a) The term “Losses” means all liabilities, losses, claims, costs, damages, expenses, penalties and charges, including any losses of revenue, any direct, incidental or other consequential damages and any costs or reasonable attorneys' fees.

(b) The term “Representatives,” with regard to any person or entity, means such person's or entity's agents, representatives, officers, directors, trustees, members, governing bodies, employees, volunteers, officials, contractors, subsidiaries, affiliates, legal representatives and assigns.

The contact person for the exhibition at N-YHS shall be Emily Croll, Deputy Museum Director (emily.croll@nyhistory.org, 609-731-3969). Unless otherwise informed, the contact at LBPL shall be Glenda Williams, Director of Library Services, (Glenda.Williams@lbpl.org, 562-570-6016).

Please return a signed copy of this Letter of Agreement by November 1, 2021. We will then return a counter-signed letter to you.

We at the New-York Historical Society remain very excited about having our Billie Jean King exhibition presented in her home town and the library named in her honor.

With best regards,

Freddy Taveras

Freddy Taveras
General Counsel, New-York Historical Society

Agreed to and Accepted by:

Linda J. Jabron
Assistant City Manager

Glenda Williams
Director of Library Services, Long Beach Public Library

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

On behalf of the New-York Historical Society

Louise Mirrer

Louise Mirrer, President and CEO

cc: Marjorie Gantman, Billie Jean King Enterprises