



Makerplace STEAM Cart Loan Agreement

This agreement is entered into between the Kentucky Science Center, Inc. ("KSC") and Middletown Elementary School ("Borrower") at its address 218 N Madison Ave, Louisville, KY 40243 ("site") for the loan and use of the traveling programming experience "Makerplace STEAM Cart" ("Cart").

LOAN CONTENTS: The entire Makerplace STEAM Cart contents consist of items listed on Attachment "A".

OWNERSHIP: The Cart components are and remain the property of KSC and may not be altered or reproduced in whole or in part prior to, during, or within any length of time after the Cart has left the Borrower's premises without prior approval of KSC.

TERMS OF USE:

KSC will:

- Produce, provide, and deliver all Cart components.
- Provide content and marketing expertise, oversight and approval.
- Provide rights to the Borrower to use the Cart's content and images for promotional materials and publications.
- Provide content and facilitation training for Borrower's staff and volunteers.
- Provide to Borrower assistance in recruitment/ programming strategies for Cart volunteers/ facilitators as needed.

Borrower will:

- Have the Cart accessible continually during the loan period and only at the site noted above.
- Designate programming to utilize the Cart.
- Promote the Cart and the Cart's use.
- Collaborate with KSC to enhance programming and facilitation.
- Provide additional staff and/or volunteers as needed to ensure the Cart is available to the school during all normal operating hours.
- Commit staff for training by KSC during the Cart's installation and training period; travel to the KSC may be required.

PERIOD OF LOAN: The Cart will be publicly displayed by the Borrower starting August 16th, 2023 and ending on February 16th, 2024.

SET UP AND REMOVAL: KSC will deliver the Cart on August 16th, 2023 and remove the Cart from the Borrower's premises no later than February 16th, 2024. Borrower will insure storage of a minimum 10 square feet for Cart installation.

SITE VISIT:

Some weeks prior to Cart arrival, KSC staff may perform a site visit at the school, of which one outcome will be to review the display/ storage site the Borrower has designated within their facility, prepare an programming plan, and train with Cart components/ content. After installation, no changes, additions or deletions of any Cart component can be made without prior written approval from KSC. Site visit may become virtual pending staff accessibility and local health protocols.

SHIPPING ARRANGEMENTS: KSC will make all inbound and outbound shipping arrangements and bear all associated costs. The Borrower agrees to make all arrangements necessary to receive and install the Carts including, but not limited to clear access and parking for truck(s) and installation crew, unfettered egress into the Cart space cleared of all furniture, fixtures and other equipment. Responsibility for clearing the space of all furniture, fixtures and other equipment will be the responsibility of the Borrower.

MAINTENANCE AND OPERATION: The Borrower is responsible for all operating costs such as routine maintenance and cleaning during the loan period. The Borrower must contact KSC immediately if any damage or disrepair is noted, particularly when such damage presents a safety hazard to students or facilitators. Depending on the nature of the damage or repairs required, KSC may allow the Borrower to make the repairs under the consultation of KSC.

MARKETING AND PUBLICITY: KSC agrees to provide rights to the Borrower to use the Cart's content in promotional materials, publications or electronic communication with prior approval of KSC.

- a). Kentucky Science Center will make available at a mutually agreed upon time a standard marketing/publicity package suitable for localized publicity. The standard graphics package includes flyers, handouts, emails, social media recommendations, and press releases. Borrower understands and agrees that it is solely responsible for the distribution of materials.
- b). Should the Borrower wish for certain advertising materials not included in the standards graphics package, KSC will make every effort to produce such material within its allotted budget provided that such material conforms to the KSC standard marketing styles and specifications. KSC requires a minimum of **10** working days to accommodate requests for additional marketing material.
- c.) Under no circumstances is the Borrower allowed to create promotional materials, or revise or alter any material included in the publicity package without prior, written consent of KSC.
- d.) Should the Borrower wish for additional materials to be produced that exceed KSC's budget allotment for each Borrower, Borrower agrees to cover all costs incurred by KSC for printing such material.
- e.) Should any media including but not limited to television, radio or newspaper contact the Borrower regarding the Exhibition, Borrower is free to provide access to such media. Borrower agrees to notify KSC as soon as such request is received and notify KSC as to whom among the ~~library~~ Borrower staff will interface with the media. Borrower will supply to KSC the contact name(s) from such media.

RISK OF LOSS: The Borrower agrees that it shall be responsible for any loss or damage (beyond daily wear and tear) to the Cart's components during the loan period.

HOLD HARMLESS AND INDEMNIFICATION CLAUSE: To the extent permitted by law, the Borrower shall indemnify, hold harmless, and defend KSC and its employees, agents and successors in interest to the extent permitted by laws from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Borrower's use, display, or oversight of the Cart, provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission of KSC or its employees acting within the scope of their employment. This Hold Harmless and

limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

INSURANCE REQUIREMENTS:

Without limiting Borrower's indemnification requirements, it is agreed that Borrower shall maintain in force at all times during the performance of this agreement the insurance covering its operations and maintain these same policies until the loaned Cart is returned to and accepted by the Kentucky Science Center. KSC may require Borrower to supply proof of insurance via Certificates of Insurance, or at KSC's option, actual copies of policies.

MISCELLANEOUS: The Borrower shall procure and maintain insurance policies as described herein and for which KSC shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to KSC at least 15 days prior to expiration of any policy(s).

Upon execution of the agreement, Certificates of Insurance as required above shall be furnished to:

Kentucky Science Center
ATTN: Justin Magaw
727 W. Main Street
Louisville, KY 40202

CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Borrower shall notify Kentucky Science Center of any policy cancellation or material change within two business days of its receipt of same.

ENTIRE AGREEMENT: This agreement supersedes any and all other agreements and understandings, oral or written, prior to the execution of this agreement.

SIGNATURES:

For: Kentucky Science Center

Mike Norman Date: 8/15/23

Mike Norman, Chief Executive Officer
Kentucky Science Center
727 West Main Street
Louisville KY 40202

For: School

Date: _____

Name:
Title:
Address:
City, State, Zip:

ATTACHMENT 'A'
Makerplace STEAM Cart Component and Contents List Version 1

Cart Supplies	Quantity	Class Supplies	Quantity
3-D Pens	25	Clear Tape	16
Heat Guns	3	Crayons	1 pack
Ozobots	12	Hot Glue Guns	1
Digital Microscopes	10	Hot Glue Sticks	1 pack
Cubelets	1 pack	Markers	2 pack
Tech Supplies	Quantity	Masking Tape	10
3D Pen Filament 24 Color	2 packs	Pencils	50
3D Pen Filament Basic White	1 box	Scissors	75
3D Pen Filament Basic Black	1 box	Sharpie Black	2 pack
3D Pen Silicone Mats	25	Additional Cart Items	Quantity
AAA Batteries	1 pack	USB Charging Port 8 slot	2
AAA Battery Pack	12		
Colored Cardstock (75)	1 pack		
White Cardstock (75)	1 pack		
Coin Cell Batteries	50		
Copper Tape	1 pack		
Electrical Tape	3 rolls		
Aluminum Foil	1 pack		
LED Diode	1 pack		
Pipette	50		
Shrinky Dink Sheets	1 pack		
Craft Supplies	Quantity		
Balloon Pump	1		
Balloons	1 pack		
Binder Clips	50		
Blank CD	50		
Clear Cups	120		
Clothespins	50		
Coffee Filter	300		
Craft Sticks	1000		
Feathers	1 pack		
Felt	1 pack		
Foam Sheets	1 pack		
Marbles	30		
Paper Clips	500		
Pipe Cleaners	1 pack		
Rubber Bands	1 pack		
Sharpies: Colored Ultra Fine Point	1 pack		
Straws	250		
String	1 roll		
Yarn	1 roll		