

Declaration 1776 EXHIBIT Agreement
Owned by League of Women Voters of Wheaton
Created by Gilder Lehrman

This EXHIBIT agreement is made as of this 3 day of March, 2026 by and between LEAGUE OF WOMEN VOTERS OF WHEATON (hereafter LEAGUE) and WHEATON PARK DISTRICT, d/b/a DUPAGE COUNTY HISTORICAL MUSEUM (hereafter MUSEUM).

EXPLANATORY NOTE

LEAGUE desires to grant MUSEUM a license to use the “Declaration 1776: The Big Bang of Modern Democracy” (hereafter EXHIBIT) upon and subject to the terms and conditions set forth in this Agreement at 102 East Wesley Street location (hereafter SITE) for the duration listed below.

DURATION

March 4, 2026 through April 1, 2026

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LEAGUE and MUSEUM agree as follows:

1. GRANT OF LICENSE; TITLE TO EXHIBIT. Subject to the terms and conditions of this Agreement, LEAGUE hereby grants to MUSEUM a revocable, non-exclusive right to use the EXHIBIT at the SITE. For the avoidance of any doubt, it is understood and agreed that, as between LEAGUE and MUSEUM, the EXHIBIT is, and shall at all times be and remain, the sole property of LEAGUE. It is understood and agreed that the EXHIBIT or any part thereof may not be in any manner affixed or attached to, embedded in, or permanently resting upon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws or otherwise.
2. LICENSE FEE. There will be no fee for the display of EXHIBIT.
3. DELIVERY, ACCEPTANCE, AND RETURN OF EXHIBIT. LEAGUE will arrange for delivery of the EXHIBIT. The EXHIBIT will be deemed irrevocably accepted by MUSEUM upon delivery. Within ten (10) days of delivery, MUSEUM shall fill out a condition report, noting any issues/damage with the incoming EXHIBIT. Upon completion of the display duration, MUSEUM shall fill out another condition report noting any damage or differences in the condition from the initial display. Ordinary wear and tear is expected, if item is damaged due to neglect, abuse or misuse, MUSEUM is required to pay for the damage.

Unless LEAGUE requests an earlier return from MUSEUM, MUSEUM must retain physical possession of the EXHIBIT through the License Term.

4. PERMITTED USE; NO ALTERATIONS. MUSEUM shall use the EXHIBIT only at the SITE and only in accordance with all insurance policies, in a careful and proper manner and shall comply with and conform to all national, state, municipal and other laws, ordinances and regulations relating to the possession, use or maintenance of the EXHIBIT. MUSEUM hereby represents and warrants that it is either the owner of the SITE or, prior to the execution of this Agreement, has received proper written authorization from the owner of the SITE to maintain and use the EXHIBIT at the SITE. MUSEUM hereby acknowledges and agrees that LEAGUE shall have no responsibility whatsoever with respect to obtaining any such authorization, and, without limiting the application of MUSEUM's indemnity obligations stated elsewhere in this Agreement, MUSEUM shall indemnify, defend, and hold LEAGUE harmless from any and all liability that may arise from MUSEUM's failure to obtain such proper authorization, which obligation shall survive the expiration or earlier termination of this Agreement. If, at any time during the term of this Agreement, LEAGUE supplies MUSEUM with labels, plates or other markings stating that the EXHIBIT is owned by LEAGUE, MUSEUM shall affix and keep the same upon a prominent place on the EXHIBIT.

MUSEUM's use of the EXHIBIT shall be confined to the SITE or at such other location as LEAGUE shall approve in advance in writing, and MUSEUM shall not move the EXHIBIT from such location without LEAGUE's prior written consent, which may be granted or withheld in LEAGUE's sole discretion. MUSEUM shall not make and shall not permit any other party to make, any alterations, additions or improvements to the EXHIBIT without the prior written consent of LEAGUE. In the event LEAGUE approves any such alterations, additions, or improvements, title to all parts added to the EXHIBIT through alterations, additions or improvements shall immediately vest in LEAGUE.

5. SAFETY PRECAUTIONS AND SECURITY MEASURES. MUSEUM shall be solely responsible for initiating, maintaining, and supervising all safety precautions and security measures in connection with the use of the EXHIBIT at the SITE, which may include, without limitation, signs, fences, locked gates, and other measures to protect against theft, damage or destruction of the EXHIBIT and/or injury or damage to persons or property. MUSEUM expressly agrees that it is solely responsible for complying with any and all laws, codes, and regulations pertaining thereto and MUSEUM hereby acknowledges and agrees

that LEAGUE assumes no responsibility or liability whatsoever for the physical conditions at the SITE or the use of the EXHIBIT at the SITE, and MUSEUM shall use its best efforts to ensure the safety, security, and protection of the EXHIBIT and all persons who may come to the SITE to view the EXHIBIT. Without limitation to MUSEUM's indemnification obligations provided elsewhere in this Agreement, MUSEUM shall indemnify and hold LEAGUE harmless from and against any and all costs, expenses, damage, loss, or liability, including, without limitation, reasonable attorneys' fees and costs arising out of, is occasioned by, or is in any way attributable to any breach or default by MUSEUM of the terms of this Section.

6. RISK OF LOSS. As between LEAGUE and MUSEUM, MUSEUM hereby assumes all risk of loss, damage, theft or destruction of the EXHIBIT from any cause whatsoever from the date the EXHIBIT is delivered to MUSEUM, and no loss, damage, theft, or destruction of or to the EXHIBIT or any part thereof shall impair or abate any obligation of MUSEUM under this Agreement, which shall continue in full force and effect. MUSEUM shall be responsible for all loss or damage to the EXHIBIT during the License Term, and in the event of damage of any kind whatsoever to any item of the EXHIBIT, MUSEUM shall, at LEAGUE's option, either repair or replace the same in good repair, condition, and working order or MUSEUM shall pay LEAGUE for the damages, up to and including full replacement. Full EXHIBIT is valued at \$2,700.

7. INDEMNITY AND INSURANCE. MUSEUM is responsible for and shall, at MUSEUM's expense, indemnify, defend and hold LEAGUE and its officers, directors, trustees, managers, employees, contractors, and other agents and representatives free and harmless from, against and in respect of any and all any and all direct and/or third party loss, damages, liabilities, claims, actions, suits, judgments, orders, decrees, and/or costs and/or expenses (including, without limitation, reasonable attorneys' fees and court costs and other disbursements) of whatever nature, as and when incurred or sustained (each individually and collectively as context requires, "Losses") arising from (i) the use, booking, publicity, receiving and returning, unpacking and packing, and any other handling of the EXHIBIT; (ii) any negligent act or omission of MUSEUM or any of its members, managers, employees, contractors, and/or other agents and/or representatives; or (iii) any breach or default of any term, condition, covenant, representation, warranty, or other obligation of MUSEUM under this License that continues beyond all applicable notice and cure periods. Further, MUSEUM shall (x) insure the EXHIBIT against all loss or damage naming LEAGUE as loss payee, (y) obtain liability and third party property damage insurance naming LEAGUE as an additional insured and (z) deliver satisfactory evidence of such coverage with

carriers, policy forms and amounts reasonably acceptable to LEAGUE. The Certificate of Insurance can use \$2,700 as the value of the EXHIBIT.

Notwithstanding the foregoing, if MUSEUM is not the owner of the SITE, then MUSEUM shall not be required to maintain the insurance requirements hereinabove set forth, provided, that, as a condition to (x) being relieved of such obligation and (y) delivery of the EXHIBIT, MUSEUM shall cause the owner of the SITE to execute Attachment 1 to this Agreement for the purpose of confirming that the owner of the SITE shall be bound by, and must perform and comply with, the indemnity obligations and the insurance requirements set forth in Section 7 of the Agreement, jointly and severally with MUSEUM.

8. ASSIGNMENT. MUSEUM shall not to transfer, sell, sublease, assign, delegate, dispose of, pledge or encumber (each, a "Transfer") either the EXHIBIT or any rights under this Agreement without our prior written consent, which consent may be granted or withheld in LEAGUE's sole discretion. Any attempted Transfer in violation of the terms of this Agreement shall be void ab initio. LEAGUE may, without notice to MUSEUM, sell, assign or transfer this Agreement and/or the EXHIBIT and the new owner will have the same rights and benefits LEAGUE now has (but not LEAGUE's obligations) and will not be subject to any claims defenses or setoffs that MUSEUM may have against LEAGUE.

9. DISCLAIMER OF WARRANTIES; AS IS CONDITION. EXHIBIT is being provided to MUSEUM in its "as is" condition, and LEAGUE makes no warranties or representations of any kind whatsoever, whether express or implied, as to value, design, condition, merchantability or fitness for a particular purpose of the EXHIBIT or any other representation or warranty with respect to the EXHIBIT, and MUSEUM accepts the EXHIBIT as is. LEAGUE shall have no responsibility to MUSEUM or any other person with respect to any of the following: (i) any liability (including, without limitation, strict or absolute liability in tort or by statute imposed), loss or damage caused or alleged to be caused directly or indirectly by the exhibit or by any other circumstances in connection therewith, (ii) the use, operation or performance of the EXHIBIT or any risks relating thereto, (iii) any delay in obtaining the EXHIBIT or any interruption of service, loss of business or anticipated profits or consequential damages, (iv) delivery, installation, operation, servicing, maintenance, repair, improvement or replacement of the EXHIBIT or (v) any other damages whatsoever and howsoever caused.

10. MISCELLANEOUS

- (a) **Authority.** Each of the Parties represents and warrants that it has the full power and authority to enter into this Agreement, and there is no other person or entity whose consent is required in connection with the performance of such Party's obligations hereunder.
- (b) **Binding Effect.** The covenants, agreements and conditions herein contained shall be binding upon the Parties, as well as their respective successors and permitted assigns.
- (c) **Construction of Agreement.** This Agreement comprises the complete agreement between the Parties as to the subject matter herein, superseding all proposals, oral or written, and all other communications between us related thereto. Any future amendments or modifications to the Agreement shall only be made in writing and executed by both Parties. If any provision of this Agreement is determined to be unenforceable, all other provisions shall remain in force. No failure or delay by a Party in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or prohibit any other or further exercise of any right under this Agreement.
- (d) **Governing Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. The Parties hereby consent to the exclusive jurisdiction of the courts sitting in the State of Illinois for the purposes of resolving any action, suit or proceeding arising out of or relating to the terms of this Agreement.
- (e) **Cancellation.** LEAGUE reserves the right to cancel the EXHIBIT tour at any time.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

LEAGUE:

Signature

Mauvy Goodman (President)

Printed

Mauvy Goodman

Date

4 March 2026

MUSEUM:

Signature



Printed

Michael J. Bernard

Date

3/5/2026

Attachment 1

The undersigned, SITE OWNER, represents and warrants to LEAGUE that (i) SITE OWNER is the owner of the SITE, (ii) MUSEUM has received from SITE OWNER written authorization to use the EXHIBIT at the SITE, and (iii) it has the full power and authority to join in the Agreement for the purposes herein and therein contained, and there is no other person or entity whose consent is required in connection with the performance of the SITE OWNER'S obligations hereunder. In accordance with Section 7 (Indemnity and Insurance) of the Agreement, SITE OWNER hereby joins in the Agreement by executing this Page for purposes of confirming it is bound by, and must perform and comply with, the indemnity obligations and the insurance requirements set forth in Section 7 of the Agreement, jointly and severally with MUSEUM in the case of the indemnity obligations.

SITE OWNER acknowledges that LEAGUE would not have entered into the transactions contemplated by the Agreement without the execution and delivery of this Page by SITE OWNER and such execution and delivery of this Page are material inducements to LEAGUE to grant the License and enter into the Agreement. SITE OWNER further acknowledges that SITE OWNER will receive a direct and material benefit from LEAGUE entering into the Agreement and LEAGUE granting to MUSEUM the license to use the EXHIBIT at the SITE. In that regard, SITE OWNER hereby acknowledges and agrees that the consideration received by SITE OWNER for the execution and delivery of this Page is actual and adequate.

SITE OWNER:

Signature

Printed

Date

