

Amended and Restated Historical Museum Use Agreement

THIS AMENDED AND RESTATED HISTORICAL MUSEUM USE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2013, by and between the Village of Lombard, a municipal corporation ("VILLAGE") and the Lombard Historical Society Inc., an Illinois not-for-profit corporation ("SOCIETY"). (The VILLAGE and SOCIETY being sometimes referred to herein individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the VILLAGE and the SOCIETY originally entered into a ten (10) year Agreement on the 13TH day of September, 1971, regarding the acquisition, maintenance and operation of the premises located at 23 West Maple Street, Lombard, Illinois, as a Historical Museum (the "Original Agreement"); and

WHEREAS, Original Agreement has been restated and amended from time to time, with the most recent version thereof expiring on April 14, 2013; and

WHEREAS, the VILLAGE and the SOCIETY wish to enter into this Agreement to reestablish an agreement between the Parties relative to the aforementioned property;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

A. DEFINITIONS. When used in this Agreement, the following terms shall have the following meanings:

1. "Premises" means the real property located at LOT 1 IN THE RESUBDIVISION OF LOT 6 IN BLOCK 27 OF THE ORIGINAL TOWN OF LOMBARD, A SUBDIVISION OF PART OF THE NORTHEAST 1/ 4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS; PIN 06-07-217-005, commonly known as 23 West Maple Street, Lombard, Illinois.

2. "Structures" means the Victorian Cottage, Carriage House, privy and all other structures which exist, now or during the duration of this Agreement, upon the Premises.

3. "Lombard Historical Commission", means a committee appointed by the VILLAGE which shall be the VILLAGE's liaison with the SOCIETY in the performance of this Agreement.

B. THE VILLAGE SHALL:

1. Pay certain expenses based on an annual budget prepared by the Lombard Historical Commission and submitted for approval to the VILLAGE'S Board of Trustees (the "Village Board"). The following budget items, upon approval by the Village Board, shall be paid for

directly by the VILLAGE or reimbursement for the payment thereof shall be made by the VILLAGE to the SOCIETY: (i) exterior maintenance or interior structural repair to the Structures located on the Premises in keeping with the historical era of the first years of the existence of the VILLAGE; (ii) repair and/or replacement of the hot water heater and the source of heat for the Structures located on the Premises; (iii) electrical services to the Structures located upon the Premises, including the display lights located thereon, and security alarm and monitoring services; (iv) publicity expenses; and (v) the following expenses associated with employment of the museum staff: payroll accounting fees, state, federal and local payroll taxes where applicable, independent insurance benefits, workers compensation and employers liability insurance, individual professional memberships, work related transportation costs, tuition and conference fees and individual operating expenses. Such reimbursements to the SOCIETY shall be made by the VILLAGE semi-annually pursuant to the VILLAGE's fiscal year, every January and July, except that payment for the expenses associated with employment of the museum staff shall be made monthly.

All financial records of the SOCIETY pertaining to the disbursement of VILLAGE funding shall be subject to an annual audit at the VILLAGE's expense. Notwithstanding any other provision in this Agreement, should the Village Board vote to reduce or eliminate the funds allocated for the position of museum director in any VILLAGE fiscal year, the VILLAGE shall provide the SOCIETY with (ninety) 90 days prior written notice of the funding being eliminated. The VILLAGE shall provide funding through the ninety (90) day period from the date such written notice is given to the SOCIETY. Emergency expenditures not contained in the Village Board approved budget shall be reviewed by the VILLAGE on an individual basis and, if approved, paid in a timely manner.

2. Maintain a fire insurance policy in applicable amounts for the Structures. The VILLAGE shall be responsible for all deductibles should a loss occur, and such policy shall name the SOCIETY as an additional insured.

3. Provide water and sanitary sewer service to the Structures without charge.

4. Provide telephone and internet service to the Structures without charge.

5. Maintain the Premises and the Structures in compliance with any and all Federal, State or local laws, including, but not limited to, the Americans with Disabilities Act (ADA) of 1990, as amended, and the Illinois Accessibility Code (IAC), as amended, and provide any governmental license or permit required for the proper and lawful existence of the Premises and the Structures. In complying with any and all Federal, State or local laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and the Illinois Accessibility Code (IAC), as amended, the VILLAGE shall make every effort to protect the historical integrity of the Structures.

C. THE SOCIETY SHALL:

1. Contingent upon receipt of full funding of its budgeted expenses for employment of a museum director, employ a museum director who shall report to the SOCIETY and shall be

responsible for the daily operation of the museum and its community service programs, including management of the museum volunteers. The museum director shall comply with the stated purposes of the SOCIETY, the written policies and procedures of the SOCIETY, and the provisions of this Agreement. A current copy of the SOCIETY'S written policies and procedures, as in effect on the date hereof, are attached hereto as Exhibit A and part hereof. Notwithstanding any other provision to the contrary in this Agreement, the SOCIETY shall employ a museum director if the VILLAGE fully funds the budgeted expenses for such employment, and shall have the option of employing or not employing a museum director if the VILLAGE does not fully fund the budgeted expenses for such employment.

2. Maintain the interior of the Structures on the Premises in keeping with the period suggested by the age of the Structures, and the historical era of the first years of the existence of the VILLAGE.

3. Not make any structural changes to the Structures on the Premises, nor shall the SOCIETY enter into any contract(s) or take any action(s) which may result in a mechanic's lien being placed against the Premises, without first obtaining the approval of the Village Board and the necessary VILLAGE permits, the fees for which shall be waived by the VILLAGE.

4. Indemnify, defend and save harmless the VILLAGE and its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorney's fees), claims or liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the VILLAGE and SOCIETY, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of the SOCIETY, its officers, agents, contractors and/or employees arising out of, or in performance of, any of the provisions of this Agreement, including any claims or amounts recovered for any infringements of patent, trademark or copyright, or from any claims or amounts arising or recovered under the Illinois Worker's Compensation Act or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE and its officers, agents, employees, representatives and assigns shall have the right to defense counsel of their choice. The SOCIETY shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities where the SOCIETY is found to be negligent or at fault.

5. Except where the VILLAGE provides insurance coverage for its buildings and the use thereof, and liability for the acts or omissions of the SOCIETY and, its agents, officers, employees and representatives is covered by such insurance, the SOCIETY shall provide the following types of insurance, in not less than the following specific amounts, evidenced by certificates of insurance naming the VILLAGE and its officers, agents and employees, as additional insureds and stating that thirty (30) days written notice shall be given to the VILLAGE by the insurance carrier before a change to or cancellation of the policy:

- (a) Comprehensive general liability - \$2,000,000 per occurrence; and
- (b) Workers' Compensation - Statutory; Employers' Liability- \$500,000.

6. Procure at the SOCIETY's sole cost and expense, contents fire insurance and the appropriate type of Inland-Marine Museum Fine Arts coverage on "art objects", and other items of personal property within the Structures.

7. Maintain in effect the "Dissolution Clause" now in force, a copy of which is attached hereto and made a part hereof as Exhibit B;

8. Maintain at all times a list of all artifacts on the Premises or in the Structures, identifying those objects owned by the VILLAGE or the SOCIETY and those objects which are loaned artifacts (the "Non-Owned Property"). Such Non-Owned Property shall not be placed on the Premises or within the Structures without execution of a Release and Liability Waiver as to the VILLAGE by the owner of such Non-Owned Property, in the form attached hereto as Exhibit C and made part hereof.

9. Arrange for the maintenance of the Premises, including the Structures, grounds and landscaping.

10. Devote its best efforts to fundraising for continued restoration, interior maintenance, displays, programming and operations. Any income or receipts from the use and operation of the Premises or the Structures shall be the property of the SOCIETY, but shall be expended by the SOCIETY for the use and operation of the Premises and the Structures and no other purpose. The VILLAGE shall have the right to audit the records of the SOCIETY at reasonable intervals.

11. Conduct business on the Premises in compliance with any and all Federal, State or local laws, including but not limited to, the Americans with Disabilities Act (ADA) of 1990, as amended, and the Illinois Accessibility Code (IAC), as amended, and obtain any governmental license or permit required for the proper and lawful operation of the SOCIETY's business.

D. MUTUAL AGREEMENTS AND UNDERSTANDINGS OF THE PARTIES:

1. The VILLAGE is the sole owner of the Premises and all Structures upon the Premises.

2. The SOCIETY is the sole owner of all the "art objects" and other items of personal property that are not designated as belonging to the VILLAGE, within and around the Structures, and which are not Non-Owned Property, including but not limited to, any and all rights pertaining to the media of and about such Premises, except that any media produced by the VILLAGE, or produced with VILLAGE funds, shall be the exclusive property of the VILLAGE, and the VILLAGE shall retain all rights thereto. The use of any media produced by the VILLAGE, or produced with VILLAGE funds, shall be mutually agreed upon by the VILLAGE and the SOCIETY.

3. The SOCIETY shall utilize the Premises in the following manner:

(a) Victorian Cottage

i. Provide spaces dedicated to the public display and presentation of period objects and historical documents; and

ii. An office for the conduct of SOCIETY business.

(b) Carriage House

i. A municipal display dedicated to the municipal history of LOMBARD; and

ii. A changing display to correlate special historic dates, early crafts, photographs, special collections, and other such historic displays.

4. The SOCIETY shall provide staffing for its programs, tours, special events, and other historically significant activities.

5. A member of the Lombard Historical Commission shall serve on each of the following committees of the SOCIETY: Personnel, Finance, Facilities and Collections. The Chairperson of the Lombard Historical Commission shall serve as an ex officio member of the SOCIETY's Board of Management.

6. The term of this Agreement shall be from April 14, 2013 through the date which is ten (10) years from the date of the execution of this Agreement, as entered on the first page hereof.

7. In the event of a breach of this Agreement or the dissolution of the SOCIETY, whether voluntary or involuntary, the VILLAGE shall give thirty (30) days prior written notice to the SOCIETY to remove all personal property not owned by the VILLAGE from the Structure and the Premises, to the extent that such removal does not conflict with the Dissolution Clause set forth in Exhibit B. If such personal property is not removed from the Premises within sixty (60) days of the aforementioned notice, such personal property shall be deemed abandoned by the SOCIETY and/or its owners, and shall become the personal property of the VILLAGE to be disposed of as the Village Board shall deem fit.

8. The Lombard Historical Commission may make recommendations, from time to time, in regard to the modification of this Agreement, upon consultation with the SOCIETY and the VILLAGE, but this Agreement may not be modified or amended without the written approval of the SOCIETY and the VILLAGE.

9. This Agreement constitutes a license granted by the VILLAGE to the SOCIETY to use the Premises and its Structures; and such license shall be in effect for the term as set forth in Section D.6. above.

10. In the event an issue or matter arises, not specifically provided for or addressed herein, the rights of the Parties shall be determined according to the laws of the State of Illinois.

11. If any clause, phrase, provision, or portion of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement, nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision, or portion hereof to other persons or circumstances.

12. The SOCIETY shall not assign its rights under this Agreement without the express prior written consent of the VILLAGE.

13. Any notice required or given under this Agreement shall be deemed given upon its mailing by certified mail, return receipt requested, or upon its personal service, addressed as follows:

If to the VILLAGE:

Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, IL 60148

If to the SOCIETY:

Director
Lombard Historical Society
23 West Maple Street
Lombard, IL 60148

14. This Agreement shall be executed in three (3) counterparts each of which shall constitute an original, so that each Party retains an original signature copy.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above at Lombard, Illinois.

VILLAGE OF LOMBARD,
AN ILLINOIS MUNICIPAL CORPORATION

BY: 

VILLAGE PRESIDENT

ATTEST:



VILLAGE CLERK

LOMBARD HISTORICAL SOCIETY,
AN ILLINOIS NOT-FOR-PROFIT
CORPORATION

BY: Keslie Sull
PRESIDENT

ATTEST:

Patricia J. Shaver
SECRETARY



REVIEWED, ACCEPTED AND APPROVED
by the Lombard Historical Commission
this 30th day of September, 2013.

BY: Rita M. Schneider
Chairperson

ATTEST:
Lynette Myeks Schiewe
Secretary

State of Illinois
County of DUPAGE
This instrument was acknowledged
before me on 9-30-2013 (date)
by RYAN SCHNEIDER & LYNETTE MYEKS SCHIEWE
name of person

seal

[Signature]
signature of notary public

EXHIBIT A

WRITTEN POLICIES AND PROCEDURES OF THE SOCIETY

BY-LAWS OF THE LOMBARD HISTORICAL SOCIETY, INC.

PART I:

ARTICLE I: NAME AND PURPOSE:

Section 1. Name. This organization shall be known as The Lombard Historical Society, Inc. (the "*Society*"). The Society shall not be operated for profit, and its entire properties, assets, and facilities shall be devoted to the purposes for which it is organized as set forth in these By-Laws and its articles of incorporation.

Section 2. Purpose. The purpose of the Society is educational: to investigate and study the history of the Village of Lombard ("*Lombard*") and its vicinity; to preserve, advance and disseminate knowledge of the history of Lombard and its vicinity; to acquire, mark and conserve historical sites; to collect, preserve and display papers, books, records, relics, and items of historical interest; to identify and protect historical buildings; and to cooperate with the Lombard Historical Commission (the "*Commission*") in acquisitions, maintenance and operation of historical sites and buildings, specifically, the Victorian Cottage Museum at 23 W. Maple Street and the Sheldon Peck Homestead at 355 E. Parkside (the Victorian Cottage Museum and the Sheldon Peck Homestead are referred to herein collectively as the "*Museums*" or the "*Museum*") as outlined in Commission and Lombard contracts with the Society. Additionally, the Commission, in cooperation with the Society, is the recommending body for the maintenance and monitoring of the Lombard Cemetery located at 500 S. Main Street, as outlined in Lombard ordinance 6045.

ARTICLE II: MEMBERSHIP:

Section 1. Purpose and Authorization: In order to provide a means of attracting interest in and support for the activities of the Society, the Board of Management of the Society (the "*BOM*") may establish one or more classes of membership as it deems fit, on such terms and conditions as the BOM by resolution shall determine. The classes of membership are set forth in Part II of these Bylaws, such Part II being referred to herein as the "Standing Rules."

Section 2. Termination and Reinstatement of Membership: The BOM by affirmative two-thirds vote may deny membership in the Society or suspend or expel a member of the Society for cause and may, by a majority vote of those present at any meeting of the BOM, terminate the membership of any member of the Society who becomes ineligible for membership or suspend or expel any member of the Society who shall be in default in the payment of dues. Upon the re-application of any former member who has been expelled pursuant to the terms of this Section 2 of Article II, the BOM by affirmative two-thirds vote may reinstate such former member to membership in the Society on such terms as the BOM may deem appropriate.

Section 3. Membership Meetings:

- (a) Regular general meetings of the members of the Society shall be held in the fall, winter, and spring. Special meetings of the Society may be called by the President at the request of the BOM. Ten or more members of the Society shall constitute a quorum for transaction of business at any Society meeting.
- (b) The annual meeting of the Society for the election and installation of the officers shall be held the fourth week in April (unless otherwise ordered by the BOM), at a date, time and place to be determined by the BOM.
- (c) Public notice of a meeting of the Society is to be given at least 15 days prior to the scheduled time (but not more than 60 days prior to the scheduled time), preferably in the Society newsletter or, as an alternative, in the local media (newspaper, web site, etc). In the case of a special meeting of the Society, such notice shall specify the purpose or purposes for which such special meeting is called. Any notice of a meeting shall be delivered to each member of record entitled to vote at such meeting. For the purpose of determining the members entitled to notice of or vote at any meeting of the members, or for any other purpose, the BOM may fix in advance a date as the record date for any such determination of members of the Society, such date in any case to be no more than 60 days and, for a meeting of the members of the Society, no less than 5 days before such meeting. If no record date is fixed for the determination of the members of the Society entitled to notice of or to vote at a meeting of the Society, the date on which notice of the meeting is delivered shall be the record date for such determination of members of the Society.

Section 4. Voting: Members of the Society shall be entitled to exercise (a) one vote for each office up for election at the annual meeting for the election and installation of officers, (b) one vote to approve or disapprove amendments to Part I of these By-laws pursuant to the terms of Section 1 of Article VIII hereof, and (c) one vote for other topics, if any, submitted to members of the Society for vote. Members of the Society shall have no other vote in the governance of the organization.

ARTICLE III: BOARD OF MANAGEMENT:

Section 1. Election and Powers: The BOM shall consist of elected officers and chairpersons of standing committees. The number of BOM members is set forth in the Standing Rules. BOM members shall serve two-year terms. The BOM shall manage the affairs of the Society and shall have custody, control, and direction of the Society, its collection, property and other assets. The BOM shall conduct the business of the Society and the operation of the Museums in cooperation with Lombard and the Commission. The BOM shall approve and amend the Standing Rules to clarify operational procedures as set forth in Section 2 of Article VIII hereof.

Section 2. Vacancies: Any vacancy occurring in the BOM or any new BOM position shall be filled by a vote of two-thirds (2/3) of the entire BOM. A BOM member elected or appointed to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 3. Meetings:

(a) Regular meetings of the BOM shall be held at such times as the BOM may determine; *provided, however*, that no fewer than nine meetings of the BOM shall occur each year. At any meeting of the BOM, the BOM may provide by resolution the time and place for the next meeting of the BOM, without other notice than such resolution.

(b) Special meetings of the BOM may be called at any time by the President or at the request of three members of the BOM. No special meeting of the BOM may remove a member of the BOM unless written notice of the proposed removal is delivered to all members of the BOM at least 20 days prior to such meeting. Notice of any special meeting of the BOM may be waived in writing by the person or persons entitled to notice at any time. The attendance of a member of the BOM at any meeting shall constitute a waiver of notice of such meeting, unless such member of the BOM attends the meeting for the express purpose of objecting to any business because the BOM meeting is not lawfully called or convened.

Section 4. Absences: Members of the BOM shall attend BOM meetings regularly to accomplish Society business. Absences needed for ill health, travel, and other reasons shall be given to the President and shall be deemed to be excused. More than three successive unexcused absences from BOM meetings shall constitute an automatic resignation of said BOM member.

Section 5. Quorum: Fifty percent of the BOM must be present for any meeting and will constitute a quorum. The act of a majority of the BOM members present at a meeting at which a quorum is present shall be the act of the BOM.

Section 6. Informal Action by the BOM: The BOM may take action (which may include, without limitation, an amendment to the Standing Rules) without a meeting if a consent in writing (which includes any communication transmitted or received by electronic means), which sets forth the action to be taken, is signed by all of the BOM members entitled to vote.

Section 7. Reports: Each member of the BOM shall submit an annual written report to the President at the regular April BOM meeting. The President shall provide a quarterly Society report to the Commission. The President shall provide an annual Society report to the members of the Society at the annual meeting of the Society for the election and installation of the officers.

Section 8. Removal: At any meeting of the BOM for which notice is given pursuant to Section 3(b) of this Article III, any BOM member may, by a vote of two-thirds (2/3) of the entire BOM, be removed from office and another may be elected by the BOM to fill the unexpired term of the BOM member so removed.

Section 9. Executive Committee: The Executive Committee shall consist of the President, Vice-President, Recording Secretary, Treasurer, immediate Past President, and any other members of the BOM by recommendation of the President.

Section 10. Standing Committees: Each standing committee that may act with the authority of the BOM shall consist of two or more BOM members and a majority of each such standing committee's members shall be BOM members; provided, however, that the Nominating Committee may be composed entirely of non-BOM members. Each standing committee shall regularly report to the BOM and shall have the authority to carry out its purposes as set forth in the Standing Rules. The officers of the Society shall appoint chairpersons or co-chairpersons of each standing committee for a two-year term after the annual meeting of the Society for the election and installation of the officers. Standing committees shall meet at least quarterly or as needed to plan, gain approval, and implement activities to fulfill the Society's mission and goals. Chairperson vacancies shall be filled by the BOM at the first BOM meeting following a vacancy or as soon as possible. The standing committees are set forth in the Standing Rules.

Section 11. Advisory Bodies: The President, with the approval of the BOM, may designate advisory bodies not having and exercising the authority of the BOM. Such advisory bodies (a) shall consist of such persons as the President, with the approval of the BOM, designates, and (b) may or may not have members of the BOM as members, as the President, with the approval of the BOM, determines. Such advisory bodies may not act on behalf of the Society or bind it to any actions, but may make recommendations to the BOM or to the officers.

ARTICLE IV. OFFICERS:

Section 1. Slate of Officers: The Nominating Committee shall present a slate of officers at the March BOM meeting. The officers shall be elected in the even calendar years. Additional nominations made from the floor may be made with prior consent from the nominee.

Section 2. Elected Officers: The elected officers of the Society shall be the President, Vice President, Recording Secretary, Treasurer, and such other officers as may be nominated by the Nominating Committee and elected by the members of the Society from time to time. Officers whose authority and duties are not prescribed in these By-laws shall have the authority and perform the duties prescribed, from time to time, by the BOM. The immediate Past President shall remain on the BOM as the chairperson of the Nominating Committee and is entitled to vote. In addition to the duties specified below

for each elected officer, each elected officer shall perform any other duties as from time to time may be assigned to him or her by the President or by the BOM. The BOM may authorize any elected officer(s) or agent(s) of the Society to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Society, and such authority may be general or confined to specific instances.

Section 3. President: The President shall be the presiding officer of the BOM with the power and duty to exercise general supervision over the affairs and operations of the Society. The President shall act as chairperson and preside at all meetings of the BOM and the Executive Committee. The President shall be an ex-officio member of all standing committees, except the Nominating Committee.

Section 4. Vice President: The Vice President shall perform the duties of the President in his or her absence and shall serve on the Finance Committee.

Section 5. Recording Secretary: The Recording Secretary shall be responsible for (a) the keeping of the minutes of all meeting of the BOM, and (b) the custody of the records and seals of the Society.

Section 6: Treasurer: The Treasurer shall (a) keep records of all Society funds; (b) be bonded; (c) keep an account of receipts and expenditures; (d) disburse money in accordance with the approved BOM budget; (e) provide the Commission an account of Society expenditures; (f) give reports of financial standing at BOM meetings; (g) provide an annual financial summary to members of the Society; and (h) file the annual financial report for audit. The Treasurer also shall file corporation records with the State of Illinois and annual IRS reports with the U.S. government, and shall maintain a file of permanent financial records. Society payments/checks shall be signed by the Treasurer or, in his or her absence, may be signed by the President or the Vice President. The Treasurer will serve on the Finance Committee.

Section 7: Past President: The Past President shall automatically chair three standing committees: the Nominating Committee, the Revisions of By-Laws, and the Cemetery Committee.

ARTICLE V. EXECUTIVE DIRECTOR AND STAFF:

Section 1. The Executive Director is responsible for the daily operation of the Museums and the implementation of Society programs. The Executive Director shall (a) work with the Commission and BOM plans for the Lombard Cemetery; (b) plan with and direct museum staff; and (c) work with the BOM, docents, and community volunteers to fulfill the Society's mission. The Executive Director shall be an ex-officio member of all Society committees (excluding any joint Commission and Society personnel committees and the Nominating Committee).

Section 2. The Executive Director will also comply with the stated purposes of the Society and the written policies and procedures as set forth by the BOM, as well as those provisions of the contracts between the Society and either Lombard or the Commission, or both. The Executive Director answers to the BOM, through its President.

Section 3. The Museum staff reports to the Executive Director and is responsible for assisting the Executive Director to carry out the Society's mission and goals. All Museum staff, whether part time or full time employees, must comply with the stated purpose of the Society and the written policies and procedures as set forth by the BOM.

Section 4. The Executive Director will direct and evaluate staff members on their duties, which may include activities such as collection management; service programs; school and scout programs; museum record keeping; exhibits and displays; acquiring, training and building a volunteer docent team; opening and securing Museums; providing suitable, accurate and appropriate visitor experiences; and maintaining attractive and suitable Museum environments, each with the goal of building positive guest experiences and greater Museum, event, and program attendance.

Section 5: The Executive Director and staff shall (a) maintain an inventory file of all Society possessions and provide such inventory file for insurance purposes; (b) keep records of donors to the Society and their specific donations; (c) keep records of the Society library (including, without limitation, books and audio visual materials) used for reference; and (d) keep reference material on the Museums' collection of donated and purchased items.

Section 6. The Executive Director and staff shall keep an up to date record of all Society items (books, files, collections, photos, equipment, etc.) approved for placement off site (whether in homes of volunteers, at community events, or in paid storage).

Section 7. The Executive Director and the Collections Sub-Committee shall meet to review and accept donations of items, consider acquisitions and establish policies for de-accession, loans, and collection related issues, as set forth in the Standing Rules. The Executive Director shall determine the suitability of objects for display in historical period rooms in keeping with the 1880 terminal date for the Victorian Cottage Museum and the 1840-1860 dates for the Sheldon Peck Homestead.

ARTICLE VI: DONATIONS: The Executive Director, any officer, any volunteer docent, and any member of the staff or the BOM may accept on behalf of the Society any monetary donations for the general purposes or for any special purpose of the Society.

ARTICLE VII: DISSOLUTION: In the event of the dissolution of the Society, the assets of the Society shall be applied and distributed as follows:

- (a) First, all liabilities and obligations of the Society shall be paid, satisfied, and discharged, or adequate provision shall be made therefore;
- (b) Second, assets held by the Society on condition requiring return, transfer, or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred, or conveyed in accordance with such requirements; and
- (c) Third, any remaining assets shall be transferred or conveyed to one or more not-for-profit corporations, societies, or organizations engaged in activities substantially similar to those of the Society, pursuant to a plan of distribution adopted by a majority vote of the BOM. Preference shall be given to not-for-profit entities in Lombard and its vicinity.

ARTICLE VIII: AMENDMENTS:

Section 1. Article I through Article X of these By-laws may be amended at the annual meeting or any special meeting of the Society by a two-thirds vote of the members present, providing the amendment has been presented at a previous BOM meeting and has received approval consisting of a two-thirds (2/3) majority vote of the BOM members. Amendments adopted at the annual or any special meeting of the Society shall take effect immediately upon passage of said amendment.

Section 2. Part II of these By-laws (also referred to herein as the Standing Rules) shall be adopted by the BOM and may be amended by a two-thirds (2/3) majority vote of the BOM members at any meeting of the BOM or by unanimous written consent of the BOM.

ARTICLE IX: AUTHORITY OF GOVERNMENT: All meetings of the BOM or of the Society in general shall be governed by Robert's Rules of Order Revised in all cases not covered by these By-Laws.

ARTICLE X: SEAL: The seal of the Society may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced, provided that the affixing of the seal of the Society to an instrument shall not give the instrument additional force or effect, or change the construction thereof, and the use of the seal of the Society is not mandatory.

PART II: STANDING RULES

PART II: STANDING RULES:

The Standing Rules set forth in this Part II of these By-Laws are established for the operation of The Lombard Historical Society, Inc. (the "*Society*"), which is a membership organization comprised of individuals, organizations, and commercial members active in the public trust and engaged in the practice of local history. The Board of Management of the Society (the "*BOM*") shall review these Standing Rules annually upon the election of new officers.

ARTICLE XI: GOVERNANCE: Governance of the Society shall be the responsibility of its BOM. The BOM protects, maintains and enhances the Society's collections, programs, and its physical, human and financial resources. The BOM ensures all these resources support the Society's purpose and mission.

Section 1. The Society will follow accepted professional museum practices and recognized professional museum standards.

Section 2. The Society expects volunteers, the BOM, and staff to abide by agreements made between the Society, the Lombard Historical Commission (the "*Commission*"), and the Village of Lombard ("*Lombard*").

Section 3. The BOM maintains a relationship with staff in which shared roles are recognized and separate responsibilities are respected, and allows for mutual respect in working relationships among BOM members, volunteers, and staff.

Section 4. The Corresponding Secretary shall handle Society correspondence and meeting notifications.

Section 5. All permanent Museum exterior signs must be approved by the BOM. Signs recognizing major donors and memorials must have BOM approval.

Section 6. The following groups, in addition to any others designated from time to time, are advisory bodies, as described in Section 11 of Article III of the By-Laws:

(a) Cemetery Committee: The Cemetery Committee representative shall work in cooperation with the Cemetery Restoration Committee of Lombard for the preservation and interpretation of the Lombard Cemetery. Members of Lombard organizations are encouraged to be in the Cemetery Committee.

(b) Lombard Lilac League: The purpose of the Lombard Lilac League is: (i) to promote Lombard's long standing tradition of Lilac Time celebrations by providing educational information via tours, lectures, traveling exhibits, and Society events; (ii) to assist the board and staff of the Lombard Park District as needed in the safeguarding of historic records pertaining to Lilacia Park; (iii) to advocate for the preservation of Lilacia Park (and Jens Jensen's design thereof) as a local historic landmark and botanic garden; and (iv) to take an active role in the

preservation of Lilac Time heritage. Members of Lombard organizations are encouraged to be in the Lombard Lilac League.

ARTICLE XII: PROFESSIONAL ETHICS:

Section 1. The BOM responds to the pluralism of society and respects the diversity of the community. Sound governance reinforces the Society's dedication to serving the public trust. Thus the BOM ensures all who work for, or on behalf of, the BOM:

- understand and support its purpose and will act responsibly for the public trust, and
- represent the interests of the Society.

Section 2. BOM members, volunteers, and staff shall carefully avoid the reality and appearance of using their BOM positions, and/or the information and access gained from their positions, for personal gains. They shall refrain from personal actions that conflict with the interests or credibility of the Society's collections, archives, or programs.

Section 3. Failure of the BOM, volunteers, or staff to meet ethical standards may result in termination or removal from responsibilities, as well as suspension or loss of Society membership.

Section 4. The Executive Director shall seek competitive bids for projects with a cost of more than \$500.00.

ARTICLE XIII: BOM MEETINGS: BOM meetings will be held on the first Wednesday of each month, unless otherwise determined by the BOM in accordance with these By-Laws. The Executive Committee can be convened to deal with emergency business between BOM meetings.

ARTICLE XIV: STANDING COMMITTEES:

Section 1. Prior to each annual meeting of the members of the Society, each standing committee chair will provide the President with an annual written summary of such standing committee's activities over the past fiscal year and the results of such activities.

Section 2. The standing committees shall include, without limitation, the following:

- (a) Membership Committee: The Membership Committee shall promote the membership of the Society at various events and with organizations, shall work with the Executive Director to develop an annual Membership Booklet, shall notify delinquent members that their membership will be terminated if their dues are not paid by the first day of December, and shall encourage the renewal of memberships in the Society.

(b) Ways and Means Committee: The Ways and Means Committee shall oversee Emporium and Country Store sales and the Peck Paver program (provided, however, that the Grounds Committee shall oversee the installation of the Peck Pavers). The Ways and Means Committee shall also plan fundraising projects and events for the Victorian Cottage Museum and the Sheldon Peck Homestead. The chairperson of the Ways and Means Committee shall serve as a member of the Finance Committee.

(c) Facilities Committee: The Facilities Committee shall create a five (5) year plan to maintain all Society buildings; work with the Executive Director and BOM to keep all buildings in acceptable condition as outlined in Lombard building contracts; and gain BOM approval for annual maintenance and any building changes. The Facilities Committee shall include at least one Commission member.

(d) Grounds Committee: The Grounds Committee shall oversee the installation of the Peck Pavers, the maintenance of the Museums' grounds, and the Victorian and pioneer gardens.

(e) Public Awareness Committee: The Public Awareness Committee shall oversee the publicity and public image of the Society, including, without limitation, the production of the Society's quarterly newsletter, permanent brochures and publications, and updates to the website and local press media. The Public Awareness Committee shall obtain the approval of the BOM for the Society web site and any significant changes thereto.

(f) Personnel Committee: The Personnel Committee shall include at least one Commission member and at least two Society members appointed by the President. The purpose of the Personnel Committee is to monitor the Executive Director's performance, and it shall ascertain whether the Executive Director is in full compliance with the duties outlined in current Society job descriptions, as well as those areas normally associated with the employer/employee relationship. It shall meet with the Executive Director as necessary to complete this task at least once every six months. The Personnel Committee shall also work with the BOM to recommend a new, appropriately qualified, Executive Director when such is needed.

(g) History Committee: The History Committee shall identify and promote historic sites, oversee the historic sites and markers program (historic plaques), and oversee the following sub-committees: Museum Collections, Peck Genealogy, and Oral History.

(h) Finance Committee: The Finance Committee shall oversee Society investments, the Memorials account, the long term fund of the Peck Homestead, all insurance policies, and the annual Society budget. The Finance Committee

shall also give input to the Commission budgets. The Vice President of the Society shall be a member of the Finance Committee.

(i) Nominating Committee: The Nominating Committee shall consist of the immediate Past President as chair, at least two BOM members, and at least two members of the Society at large. The Nominating Committee shall present a slate of officers to the BOM at the March BOM meeting.

ARTICLE XV: SOCIETY MEMBERSHIP DUES: Society membership is open to individuals who support preservation of local history as outlined in the Society's mission and goals.

Section 1. Memberships can be renewed throughout the year. Members shall be removed from the current membership list after three (3) months of delinquency.

Section 2. Annual dues are \$15.00 for individual membership, \$25.00 for a family membership, \$25.00 for an organization membership, \$100.00 for a commercial membership, and \$250.00 for the Lilac Heritage Circle.

Section 3. A family membership is defined as two or more members of an immediate family (adults, children, etc.) living at the same address.

Section 4. An organization is defined as a local, regional, or national group or society joined together for a common purpose with generally accepted "non-profit" guidelines. One representative of the organization shall be entitled to membership privileges.

Section 5. A commercial membership is defined as that of a "for profit" business entity. Commercial members shall be recognized annually in the Society newsletter, and listed, when appropriate, in Society media publicity and promotional materials. One representative of a commercial member shall be entitled to membership privileges.

Section 6. A Lilac Heritage Circle membership is defined as **[TO BE PROVIDED]**.

ARTICLE XVI: HISTORICAL MUSEUM HOURS AND USE: The Society manages two historic house museums: the Victorian Cottage at 23 West Maple Street and the Sheldon Peck Homestead at 355 Parkside Avenue. Pioneer programs, local history programs, and special events held at both Museums are listed on the Society website and in public awareness materials.

Section 1. Public Tour Hours:

(a) The Victorian Cottage is open Wednesday, Friday, and Sunday afternoons from 1 to 4 p.m.

(b) The Sheldon Peck Homestead is open Tuesday, Thursday, and Sunday afternoons from 1 to 4 p.m.

Section 2. Private Bookings:

(a) Special group tours and educational programs can be scheduled ahead for any day that the Museum staff can accommodate.

(b) Museum facilities can be used for special activities or community events with the approval of the BOM and under the supervision of Executive Director and/or the staff.

Section 3. Lilac Time: Special Victorian Cottage hours are announced each year for May Lilac Time.

Section 4. Archive: The Victorian Research Library and Society archive is only open for research by appointment.

ARTICLE XVII: BUDGET:

Section 1. The Society shall prepare two budgets each year: one for the Society and one for Commission/Lombard support.

Section 2. The Society's budget shall be developed by the chair(s) of the Ways and Means Committee, the Executive Director, the Treasurer, the Finance Committee, and other Society members appointed by the President. The Society's budget shall be presented to the BOM for approval at the May BOM meeting.

Section 3. The Commission budget committee is led by the Commission Finance Chair. It includes the Executive Director, the President, the Treasurer, the chair of the Finance Committee, and other appointed members.

Section 4. The Commission budget is presented to the Lombard Village Manager for inclusion in the Lombard budget. An approved budget is sent to Lombard Village Trustees to approve Lombard's financial support of local historical museums, recognized landmark sites, and specific activities that support the mission of the Commission and the Society.

Section 5. The Commission budget shall be presented by the Commission to the Lombard Village Manager and Lombard financial staff in concurrence with the annual Lombard fiscal calendar. Currently, the Commission budget is presented in December to allow for Lombard Village Trustee approval of the budget in March or April.

ARTICLE XVIII: REVENUE PRODUCING ACTIVITIES:

Section 1. By way of example, and not limitation, activities that market and sell products, programs, services, and facilities are acceptable ways to produce revenue to support the Society's mission and increase public awareness of the value of historical activities and participation.

Section 2. No revenue generating activities shall be undertaken that violate or compromise the integrity of the Society's purpose and mission.

Section 3. Society control of a product (whether exhibits, publications, programs) shall be neither delegated nor abrogated to outside parties in order to obtain financial support.

Section 4. The standing committees (or sub-committees thereof) planning revenue generating projects, exhibits, and products shall gain concurrence of the BOM.

ARTICLE XIX: FINANCIAL RECORDS: The Treasurer shall retain canceled checks, deposit slips, and related financial statements for a period of seven years. The Treasurer shall retain copies of filed U. S. income tax reports, other filings, and annual audit reports, as recommended by law.

ARTICLE XX: OTHER POLICIES:

The BOM Collections Policy is attachment 1.

The BOM Sexual Harassment Policy is attachment 2.

The BOM Professional Ethics Policy is attachment 3.

**Lombard Historical Society
Collections Policy
September 2010**

Preamble

The Lombard Historical Society Collections Policy, which also includes buildings, is the foundation upon which the practice of our local history rests. The Lombard Historical Society (LHS) shall always act to preserve the physical and intellectual integrity of the accepted collection, which is accessioned and listed in official Society records. The LHS shall maintain and abide by the collection policy officially adopted by the Board of Management (BOM):

"LHS seeks documents, display items, 1840-60 pioneer era and 1880 Victorian collection items, and items related to individuals who now live or have lived a significant period of time in Lombard, local organizations, local schools, Lombard based businesses, local community events, and noteworthy information about past and current Lombard activities".

The BOM will review this policy annually, and revisions may be recommended at that time. Revisions may also be proposed in writing by members of the staff, volunteers, or BOM. Revisions require a two-thirds acceptance by the BOM and are to be immediately implemented by the Executive Director. The Executive Director will maintain a master copy of this document.

All employees, volunteers and BOM members are required to know the policies, procedures, and standards of the Museum as set out in this document, and acceptance of them is a requirement for employment or appointment to a position with the Museum.

I. Mission of the Society as it relates to the Collection

The objective of the LHS in operating its Museum, library and archives is to collect, preserve, study, interpret and exhibit significant materials relating especially to the Village of Lombard, secondarily to the county of DuPage and the state of Illinois. To provide related educational services for the purpose of increasing and enriching public knowledge. The acts of acquisition, accession and deaccession shall reflect these stated purposes.

II. Collection Objectives

A. Victorian Cottage Museum, 23 W. Maple

The collection objective for the Victorian Cottage Museum is to build upon the strengths of the present collection of objects in the following areas:

1. Decorative arts of the nineteenth and twentieth centuries with emphasis upon clothing, furniture, textiles, furnishings, glass, ceramics, crafts, and base metals.
2. Farming and agricultural implements, machinery, and tools from the late nineteenth and twentieth centuries relating to Lombard's agrarian community.
3. Folk art that reflects the lives and perspectives of traditional artists and craftspersons in a variety of media with emphasis upon regional crafts and art.
4. Fine art comprising landscapes, portraits, and genre paintings, particularly works of local artists.
5. Objects used in commerce including accounting, sales, and operation. Government objects that have been used in the operation of units of local government or have been produced under the auspices of government. Military objects used by local or area groups or relating to local history.
6. Objects relating to the natural environment and history of Lombard.
7. Advertising media of and relating to firms, companies, and establishments in Lombard.

B. Sheldon Peck Homestead, 355 E. Parkside

The collection objective for the Sheldon Peck Homestead is to build upon the strengths of the present collection of objects in the following areas:

1. Decorative arts of the nineteenth century with emphasis upon clothing, furniture, textiles, furnishings, glass, ceramics, crafts, and base metals.
2. Farming and agricultural implements, machinery, and tools from the mid nineteenth century relating to Lombard's early agrarian community.
3. Originals or reproductions of Sheldon Peck's paintings and Charles Peck's paintings or photographs.

4. Objects relating to the natural environment and history of Babcock's Grove and pioneer living.
5. Objects related to Sheldon Peck, members of Sheldon Peck's family and Peck family genealogy.
6. Objects related to the Underground Railroad movement in this region.
7. Objects related to education in 1800s Illinois.

C. Archive, 23 W Maple, Carriage House building

The collection objective for the local history archive is to maintain the existing archive and to further collect manuscripts, iconographic, and published items pertinent to the interests of the Museum, thereby advancing the Museum's commitment to promote the study of local history and encourage original research. The archive collects the following:

1. Manuscripts pertaining to all the aspects of the history of Lombard with emphasis upon the natural history and social, educational, business, cultural, and economic activities of people as expressed in personal and institutional documents.
2. Published works that reveal the history of DuPage County and culture with particular emphasis on community, county, and local history.
3. Periodicals of the Village of Lombard, including newsletters, and bulletins.
4. Published works by Lombard local authors.
5. Oral histories of Lombard residents.

III. Interpretation: For the purpose of this policy, interpretation refers to the manner in which history is represented through objects on display.

- A. Historical interpretation will be based upon sound scholarship and will accurately reflect the facts as they are documented.
- B. Interpretation will take care not to dilute or ignore historical accuracy and inclusiveness for the sake of public entertainment and popularity.
- C. Interpretation must accurately reflect the cultural context of the subject matter. Objects in the collection shall be acquired, cared for and interpreted with sensitivity to their cultural origins.
- D. To maintain accurate interpretation of the collection, the BOM, Museum Director and staff shall provide an annual training for

docents. The Director and staff will share any new information about displayed collection items with museum docents.

- E. As a public service, staff may attempt to attribute, identify, or authenticate items brought to the Museum by the public. Such attributions, identifications and/or verification shall be for the sole use of that individual.

IV. Acquisition: For the purpose of this policy, an acquisition is defined as the discovery, preliminary evaluation, taking custody of, and acknowledging receipt of materials and objects.

A. Means of Acquisition

1. Materials and objects may be acquired by purchase, commission, bequest, gift, exchange, field collection, and/or abandonment. No materials or objects shall be knowingly or willfully accepted or acquired that are known to have been illegally collected in the United States contrary to state law, federal law, regulation, treaty, and/or convention.

2. The Museum subscribes to the provisions of the United Nations Education, Scientific and Cultural Organization conference of 1970 which established that a museum shall refuse to acquire materials and objects where there is cause to believe that the circumstances of their collection involved needless destruction of historic sites, buildings, structures, habitats, districts, and objects. To comply with NAGPRA, the Society shall not accept any Native American cultural items.

3. Items of unknown origin and of negligible value left by unknown individuals may be disposed of by the director if they do not meet the acquisitions criteria.

B. Criteria: Library and museum objects and reference materials must meet all of the following tests of acquisition before they may be acquired by the Museum.

1. The objects must be relevant to and consistent with the mission and activities of the Museums.

2. The Society can provide for the storage, protection and preservation of the objects under conditions that insure their availability for museum purposes and in keeping with professionally accepted standards.

3. Items will have permanency in the collection as long as they retain their physical integrity, identity, and authenticity, and/or as long as they remain useful for the purposes of the Museum.

4. The materials or objects should, if possible, be documented as to provenance.
5. All moral, legal, and ethical implications of acquisition must be considered.
6. All donations of materials are considered outright and unconditional gifts to be used at the discretion of the Museum. Title to all objects acquired shall be free and clear, without restriction to use or future disposition.

C. Policy

1. Library or archival materials: Authority to acquire library and archival materials rests with the Executive Director within the confines of the collection policy. For the purpose of purchase, authorization to acquire materials with a value of less than \$100 is delegated to the Director. Acquisitions shall be made within annual budgets approved by the BOM. The purchase of materials (objects) exceeding \$100.00 must be approved by the BOM prior to their purchase.
2. Museum objects: Authority to acquire museum objects is delegated to the Executive Director within the confines of the collection policy. For the purpose of purchase, authorization to acquire objects with a value of less than a \$100 is delegated to the Director. Museum acquisitions shall be made within annual budgets approved by the BOM. The purchase of materials (objects) exceeding \$100.00 must be approved by the BOM prior to their purchase.

D. Restrictions

1. No staff member/volunteer may obligate the Museum to the acceptance of any material or object not consonant with the intent or spirit of the collections policy.
2. No staff member/volunteer shall offer appraisals of the monetary value of library and archival materials or objects to donors, or reveal the Museum's insurance value, for the purpose of establishing a fair market value of the gifts offered to the Museum. Donors desiring to take an income-tax gift deduction are encouraged to obtain an independent appraisal from an authorized appraiser. Records of such appraisals, if offered, will be kept by the Society in perpetuity. Staff members will not appraise or otherwise place a monetary value on library and archive materials or on objects casually brought to the Museums.

E. Procedure

1. The donor will receive a Deed of Gift Receipt (ATTACHMENT I).
2. Items to be donated to the Museum will be reviewed by the Collections Committee. The Collections Committee will decide if the object(s) should be accessioned into the collections.
3. Item is then Accessioned and Cataloged into the collection and properly stored.

- V. Accessions:** Accessioning is defined as the process of accepting items into the permanent collections of the Society. All materials and objects shall be processed under procedures and policies adopted by the BOM.
- A. All museum objects shall be assigned accession numbers and shall be indexed by category, date of acquisition, and by name with suitable cross reference.
 - B. Collection records, including source, location, and subject cards, as well as accession files and accession book shall be kept in accordance with accepted professional standards. Duplicate copies of records will be kept in a safe place off-site.
 - C. Materials shall be stored in a manner to provide optimum security, accessibility and preservation.
 - D. Materials in need of restoration shall be restored as soon as possible.
 - E. Restoration shall be performed only by qualified professionals using approved techniques and substances. The object(s) shall be insured to value by the conservator or the Museums.
 - F. Museum objects and library materials, whether in use or in storage, shall be protected from life-shortening forces such as excessive heat, cold, humidity, dryness, ultra-violet light, insects, vermin, or improper handling.

- VI. Deaccession:** Deaccessioning is the process of removing permanently from the collections accessioned library materials and museum objects.
- A. Deaccessioning Criteria
1. The material or object is outside the scope or purpose of the Museum and its collection policy.
 2. The material or object is irrelevant to the purposes of the Museum.
 3. The material or object lacks physical integrity.
 4. The material or object has failed to retain its identity or authenticity, or has been lost or stolen and remains lost for longer than two years.
 5. The material or object is a duplicate without intrinsic value.

6. The Society is unable to preserve or store it properly.
7. The material or object is deteriorated beyond usefulness.
8. The material or object has accidentally been accessioned twice.

B.. Deaccession Procedure

1. Materials shall be deaccessioned only upon recommendation in writing by the Collections Committee and upon the majority of the Board of Management present at a regular or special meeting. The minutes shall reflect the decision.
2. When an item is to be removed from the collection, consideration will first be given to placing the object, through gift, exchange, or sale, in another tax-exempt educational institution.
3. If the item to be removed is beyond repair, it may be disposed of at the discretion of the Director.
4. It is not acceptable to deaccession items in order to sell them. Special exception would need to be made by the BOM.

VII. Loans

A. Loans from the Society

Books, periodicals, maps, manuscripts and three-dimensional objects owned by the Museum may only be taken from the premises by the approval of the Executive Director. Other property of the Museum may be loaned to museums and institutions of DuPage County under either of two plans:

1. The Collection Committee may approve an exhibit or temporary loan of Museum property for a period not to exceed sixty days. At the end of sixty days privilege, a renewal shall be executed if the Collections Committee recommends. The BOM is to be notified of any outgoing loans.
2. The BOM may approve a loan of Museum property on such terms as determined by the BOM. Insurance provisions shall be determined by the BOM. The Director shall maintain a record and systematic follow-up of all Museum property on loan, and suitable notations shall be made on the inventory of the holdings. An "Outgoing Loan Agreement" must be signed by the borrower and the Society.

B. Loans to the Museum

The Museum will accept loaned items usually for a period of no more than six months. Special arrangements may be made for long-term loans with written consent of the owner, who will carry sufficient insurance or take fiscal responsibility on the item(s). The Society may

provide insurance for the loaned items with approval from the BOM. Such loans will be renewed in writing annually.

VIII. Access to the Collection

A. Criteria:

The Society believes the collection should be used to advance knowledge and therefore will make it accessible to the general public for research. A primary consideration of availability of items for examination and use will be based upon the condition of the item(s) and availability of duplicates, copies, or information. Access to the collection is secondary to preservation of the collection. Objects in the museum's collection will not be used consumptively.

B. Procedure:

1. A written request by the person(s) stating the (a) purpose for access, (b) anticipated use of their research, and (c) need for access.
2. Authorization for access will be given/denied by the Museum's staff. Denial(s) must be in writing and may be appealed to the Board of Management.
3. Persons wishing to use objects or archival materials for profit-making ventures must (a) adhere to all copyright designations; (b) enter into licensing agreements with the Society.
4. No item from the collection may be removed from the premises without permission and in accordance with the existing Loan Policy. Insurance policy does not cover objects off site.

C. Restrictions

1. There shall be no photographs taken in either Museum (Victorian Cottage or Sheldon Peck Homestead) interior without the express consent of BOM. Light flashes over time damage images and fabrics.
2. NO Reproductions of Sheldon Peck portraits will be permitted per agreements made with specific museums or owners who lent their images for display at the Peck Homestead.

IX. Reproductions and Fees

A. Policy

The Society collection is the basis for many local history projects, research efforts, exhibits and community activities. Thus care and control of the collection items is of major importance to the Society.

B. Rights and Restrictions

1. Individuals, businesses and research groups DO NOT have rights to use LHS subject, photographs, house files, created research or

collection materials without the express consent of the Lombard Historical Society BOM. Payment of a processing fee does not include a photographic negative and does NOT allow the individual or research group to use any LHS Photograph on an individual, family or research group web site or on world wide web.

2. The Society is the lawful owner of documents and creations made by BOM, volunteers and staff using LHS resources. Those documents and created items may be accepted into our collection or permanent files or archives. The Executive Director shall work with all volunteers and staff members who worked to prepare or create these items, to assure each volunteer (BOM, docents, activity leaders, etc) and all full or part time staff members sign the LHS Copyright Agreement. The purpose of this rule is to allow the Society to reproduce or make available to the general public the artistic or journalist items produced and created for the benefit of the Society without fear of infringement on U. S. Copyright laws.

C. Copies of Archival Material for Personal Use

Researchers requesting a copy of a photograph do not have rights to the photograph and may not copy the duplicated photograph for personal use without the consent of the Lombard Historical Society.

Copies of archival material may be made in house by staff with the following conditions:

1. Applicants must fill out a Request for Media Reproduction stating the intended use of the photographic image.
2. The material is subject to personal use and will not be duplicated or used in public access including display or internet media.
3. The material is in good condition and is able to be reproduced without damage.
4. The Director approves the request. The user will pay all related fees for the reproductions.

D. Copies of Media in Collections for Professional Use

Researchers requesting a copy of a photograph do not have rights to the photograph and may not copy the duplicated photograph for professional use without the consent of the Lombard Historical Society. Items in the archives may be copied for professionals for use in publications, productions, artwork, advertisements, and/or displays with the following conditions:

1. Applicants must fill out a Request for Media Reproduction stating the intended use of the photographic image.

2. Media used professionally must recognize the Lombard Historical Society with a credit line in the same vicinity as the copied item. The credit line must read: "(Insert type of media here) courtesy of the Lombard Historical Society".

3. Photographs and other media used as artwork for any publication, production, artwork, advertisement, and/or display will be charged a standard fee negotiated between the Executive Director and the professional source and approved by the BOM.

E. Fees:

Because of the involvement in time and reproduction costs for copying photographs, the Society will charge researchers for duplication requests.

1. Researchers requesting a duplicated photograph in our collection shall be charged a processing fee. The processing fee does not entitle the researcher to a negative of the image. The processing fee shall cover the costs of duplicating the image from a negative or a positive. Fees may be adjusted for size or at the discretion of the Executive Director.

2. Fees are paid prior to duplication work.

3. Oversized objects such as blueprints, maps, and large documents will be delivered by staff to a photocopy shop capable of reproducing the original.

EXHIBIT B

DISSOLUTION CLAUSE

In the event of the dissolution of the Lombard Historical Society, Inc. (the "Society"), the assets of the Society shall be applied and distributed as follows:

1. All liabilities and obligations of the Society shall be paid, satisfied, and discharged, or adequate provision shall be made therefor;
2. Assets held by the Society on condition requiring return, transfer, or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred, or conveyed in accordance with such requirements; and
3. Any remaining assets shall be transferred or conveyed to one or more not-for-profit corporations, societies, or organizations engaged in activities substantially similar to those of the Society, pursuant to a plan of distribution adopted by a majority vote of the Board of Management of the Society. Preference shall be given to not-for-profit entities in the Village of Lombard and its vicinity.

EXHIBIT C

RELEASE AND LIABILITY WAIVER

I/We _____, hereby represent that I/We am/are the owner(s) of the following item(s) of personal property which I/We have tendered to the Lombard Historical Society for display at the Society's Historical Museum located at 23 West Maple Street, Lombard, Illinois:

In consideration of being allowed to display the aforementioned items of personal property at the Lombard Historical Society's Museum, I/We hereby release and discharge the Village of Lombard, and its officers, agents, and employees from any and all claims or liability of any kind whatsoever in regard to the damage, destruction or loss of said item(s) of personal property while in the possession or under the control of the Lombard Historical Society.

I/WE HAVE READ AND FULLY UNDERSTAND THE FOREGOING RELEASE AND LIABILITY WAIVER.

_____ DATED: _____

_____ DATED: _____

