

Steven R. Keller and Associates, Inc. Pre-Paid Security Consulting Plan for Museums and Cultural Properties.

Plan Agreement

This agreement for Pre-Paid Security Consulting Services between Steven R. Keller and Associates, Inc. (hereinafter "Consultant") and _____ hereinafter (Member) is effective July 1, 1999 and shall remain in effect through June 30, 2002. The plan shall consist of the following services and such other services as added by the Consultant during the term of the Agreement:

1. We will visit the Member museum's primary location for one day every 18 months to document their progress and help keep them on track. This pre-supposes that we have already surveyed the member's museum or designed their security system and are familiar with it. Since there are fifty museums in a group and every one requires a site visit, we will make every effort to schedule visits to multiple sites in a region during one tour. This helps us use time efficiently and it keeps member's travel costs low. During our site visit we will discuss the member museum's progress and document it in a brief follow-up letter report. We will tour the facility to see what is new and we will answer questions the member may have about how they can continue to make progress or solve problems that are a concern. How this one day visit is used is entirely up to the Member. It should be noted that we cannot visit every Member during the first week this Plan is in force. Site visits to Members will be spread out over an 18 month period of time. If you have multiple sites and want us to visit one of your secondary sites, this visit can be substituted for your primary site visit. If you have a problem such as a theft, strike, disaster, major exhibit, etc. and need for us to schedule your visit with priority, you can use your visit for this purpose and we will do all we reasonably can to get to you when you need us. Be aware that we have an active travel schedule and you should plan ahead if you want us to visit on a specific date.

2. Under this plan, we provide unlimited phone, fax, mail or email consultation. Simply send us your questions and we will respond promptly. We call this our "Bounce Off Service". Bounce all of your security ideas and problems off of us. Run your security policies and security manuals past us. Ask us to review your disaster plans, security training programs, security forms and other security department materials. Better still, call us before you write them and get our input. Send them to us after you've completed them for our review. We will try to respond the same day we receive your materials but will not always be able to do so. We will certainly respond in a timely manner. But think of the literally hundreds of requests for information you might make and how useful this service will be. We will absorb reasonable expenses in carrying out this and other office-based tasks. If you send us materials to review which must be returned, we will return them in a reasonable time at a reasonable cost. Send us something requiring Federal Express return service or send us a box with 30 pounds of manuals to review, and you can expect to be billed for the shipping costs. Note that this is a "security" consulting plan. We will answer reasonable questions about fire

prevention issues and perhaps some safety issues for which we are qualified. We will even address some visitor services or crowd control issues. But this is a "security" consulting program.

3. We will review your burglar alarm monitoring contract, fire alarm monitoring contract, burglar alarm service contract, fire alarm service contract, and guard manpower service contract, not as a legal advisor, but as an industry insider who can help you get the best value and service for your limited funds. FAX us the proposed contract before you sign it, and we will tell you if we feel it can be improved. We will comment on the cost of the proposal, the services to be provided, and the terms of the contract. We are not lawyers so don't expect a legal review. But we know this industry well. We know that our clients often get "taken" when they sign a contract with an alarm or manpower provider, and we think we may be able to help you win a few for a change. Remember that contract reviews take time and often require research on our part so don't wait until they are due to send them to us. Also, remember that these contracts rarely include the information we need to assess them. They are often vague and misleading. We may come back to you with a list of questions you need to ask the vendor before we can give a final answer. Plan accordingly and don't wait until the last minute.

4. We will review all proposals that you receive from your security contractors. Want to add a few cameras or detectors? Call us first for our technical advice, then go to your contractor for a proposal. Send that proposal to us for review and comment. I'll bet we can save you money or improve the quality and value of the proposal! Are you planning on upgrading your alarm system or adding a few cameras? Call us to discuss how we think you should proceed. We may fax you our comments, or we may choose to include a detail drawing or a product cut sheet. We'll try to give you what you need to go to your contractor prepared. When your contractor proposes a specific product, system or work method, we will comment and offer advice that is intended to save you money and improve your satisfaction with their work. Many times a contractor offers you products that are obsolete or expensive to service or proprietary to their company so that only they can service them in the future. We know most of the tricks and will serve as your representative.

5. We will review the Facility Report that you are required to prepare prior to borrowing materials. We'll review security provisions for loans and exhibitions. Every museum must fill out Facility Reports prior to borrowing items. We can help you if you don't know the answers to security questions about your facility. Similarly, if you are a lending museum and need help reviewing and interpreting the Facility Report provided to you by others, send it to us. If you are planning a special exhibition and want us to review the exhibit's security plan, give us a call.

6. Members receive Priority Response for emergencies. The Plan does not provide for us to respond to emergencies as part of the basic cost. Response is available for additional cost. But if you have a problem and need response, Plan members get our attention first.

7. Plan Members receive a 20% discount on all security consulting services for work that might not be included which you contract for with Steve Keller and Associates, Inc.

This can save you thousands of dollars if you plan on building or renovating your building and use our design services, if you have a theft or disaster and want us to assist, or if you use our services for any other in-depth project. Any services you buy from us during the term of this Plan are deeply discounted. Our hourly rate is \$125 per hour and our daily rate is \$1000 per day. Your rate is less 20%. Reimbursable expenses are additional, exactly as incurred, and are not discounted. Nor are they marked up in any way.

8. Plan Members receive substantial discounts on services and products offered from time to time by firms with whom we have negotiated discounts. Participating vendors require pre-payment with the order. This currently includes those services and products listed in Attachment "A". Contact a participating vendor and ask for their best price for the goods or services you need. Identify yourself as a member of this Plan and ask for your Member discount. New participating vendors are regularly being added to the list, so check the Member's Only section of our website for updates.

9. Plan Members receive all materials ordered from Horizon Institute, Inc. for 33% discount off retail prices, or lower if we are offering a greater special discount. You always pay the lowest price available. Payment is required with the order. For example, if you want to buy the "Horizon Basic Museum Security Officer Training Program" used by hundreds of museums, the cost for non-members is \$895.00 plus shipping. Take 33% off the product cost if you are a member. You save \$295. Shipping and handling charge is additional.

10. Plan Members are given a password which enables them to sign on to the protected "Plan Members' Only" internet site. This contains information specifically for members and carries the "Keller Report", a monthly newsletter just for subscribers. The Plan agreement prohibits any Member from sharing this password with non-members. If we issue bulletins or important updates more frequently than the monthly newsletter, you will receive email alerting you.

11. You may assign up to four individuals who are authorized to use this consulting service. One must be the Director and one must be the person responsible for security by job description in your organization (Chief of Security, Registrar, Administrator, etc.). Others may include security management staff or museum management staff. You may not designate guards or security officers to use this service without our approval.

The cost of the above service shall be as follows (check option):

- A museum smaller than 500,000 square feet -- \$2,750 per year/ a total of \$8,250 over three years.
- Payment for all three years fee with signing of this contract--\$2,500 per year/ a total of \$7,500 in one lump sum payment.

- A museum larger than 500,000 square feet -- \$3,750 per year/ a total of \$11,250 over three years.
- Payment for all three years fee with signing of this contract-- \$3,400 per year/ a total of \$10,200 in one lump sum payment.

Amount of fee to be paid under the option selected.

The maximum travel expenses that will be billed per visit (two, one day visits are provided in this agreement) will be \$_____ or total maximum travel expenses of \$_____ for both visits. Expenses may be lower if expenses incurred are lower or if Consultant can share expenses with another client. Expenses will not be higher. Travel expenses include all expenses incurred in association with your site visit.

Other reasonable expenses will be absorbed by the Consultant. Before additional expenses are incurred which are billable, the Member will be asked to authorize them.

Limitation of Liability

The Consultant warrants to the Plan Member that the material, analysis, data, programs and services to be delivered or rendered hereunder will be the kind and quality designated and will be performed by qualified personnel. The Consultant makes no other warranty or fitness for purpose or merchantability. In no event shall consultant be liable for special or consequential damages, either in contract or in tort, whether or not the possibility of such damages has been disclosed to Consultant in advance or could have been reasonably foreseen by consultant and, in the event that by reason of the difficulty in foreseeing possible damages, all liability to client shall be limited to One Thousand Dollars (\$1,000.00) as liquidated damages and not as penalty or the cost of the consulting service, whichever is less.

Steven R. Keller and Associates, Inc. does not warrant that its measures, recommendations, system designs, or other work product will prevent criminal activity, fire or disasters of any type or that the systems designed and recommended cannot be circumvented or disabled by criminals or will detect criminal activity, fire or disaster in every instance. Plan Member acknowledges the need to procure adequate insurance coverage to protect themselves against the risk of such activity.

The Plan Member fully understands that the Consultant is not an insurer and cannot insure the protection of the facility or its contents, collections, employees, visitors, or others. The protection of a public facility or private institution such as the Plan Member's facility cannot be insured without extraordinary measures being taken. The Plan Member agrees that the Consultant is to recommend security measures, systems and equipment which are in his opinion reasonable in nature, and the lack of additional recommendations will not be construed as errors or omissions of the Consultant. The Plan Member further understands that the concept of a museum where assets are displayed to the general public is contrary to and at odds with the principles of "good" security and that art objects cannot be displayed or even stored in a museum without many risks. Total or even substantial elimination of those risks would require security equipment, policies and conditions which are not conducive to an academic or museum environment.

The Plan Member also recognizes that if the Consultant specifies a product or products

by name or manufacturer he is doing so in an effort to meet the needs of the Plan Member as he understands them. The Consultant is an independent non-product affiliated consultant and benefits in no way from vendors or suppliers. The Plan Member will not name or involve the Consultant in any action whatsoever involving product failure or in any dispute with any provider or services offered at a discount or not at a discount to Plan Members participating in this program. Transactions between the Member and any one other than Steven R. Keller and Associates, Inc. is independent of this Agreement.

Failure to respond to a Plan Member's question in a timely manner shall not be construed to be an error or omission.

I agree to the above terms and conditions including the payment schedule.

_____ Date
Plan Member Signature

_____ Date
Print Name

_____ Date
By Steven R. Keller

Please sign and date a copy of this agreement and send to Steve Keller. He will sign a copy and return it to you.