

## LIBRARY SERVICE CONTRACT

### 1. Purpose.

The purpose of this Library Service Contract (“Contract”) is to secure the provision of library services from the Branch District Library (“Library”), for the residents of Allen Township (“Township”), Hillsdale County, Michigan.

### 2. Provision of Library Service.

During the term of this Contract, the Library agrees to provide all library services offered by the Library, as permitted under the Library’s licensing agreements with its vendors, to the residents of the Township.

### 3. Term.

The term of this Contract shall be \_\_\_\_\_ years, beginning \_\_\_\_\_ 2024 and ending on \_\_\_\_\_, 2024 (“Initial Term”). After the Initial Term, the Contract shall be automatically extended for an additional \_\_\_\_\_ years unless terminated pursuant to Paragraph 5 below.

### 4. Consideration.

As consideration each year the Contract is in effect, the Township agrees to provide the following funding to the Library:

A. Penal Fines. The Township shall assign to the Library one hundred percent (100%) of the penal fines allocated to the Township under the provisions of Section 5 of 1964 PA 59, MCL 397.35; and

B. State Aid. The Township understands the Library is entitled to one hundred percent (100%) of any and all state aid funding allocated to the Township residents as authorized by 1977 PA 89, MCL 397.551 *et seq.*; and

### 5. Termination.

After the Initial Term, any party hereto may terminate this Contract at the end of any calendar year (December 31) during the Term by giving the other party at least six (6) months written notice. The effective date of the termination shall be December 31 following the six-month notice.

### 6. Amendment.

This Contract may be amended only by execution of a written amendment signed by duly authorized representatives of the parties.

### 7. Severability.

**Commented [AS1]:** You can have a multiple year contract. This is just one example. You can also have it be for an indefinite period and include the termination provision. But, the Library should consider whether having an end date would give you a natural time to discuss whether the terms are still acceptable. For example, you may realize that penal fines are not sufficient funding.

**Commented [SA2]:** This is something we can discuss as well. This is just an example. You may want to provide less notice. Both parties would be bound by the six month notice. You could have it end at a different point – for example for a different fiscal year. Also, you can decrease the notice.

If any part of this Contract is held to be invalid or unenforceable under the laws of any jurisdiction where this Contract is to be performed or sought to be enforced, the remaining provisions shall be enforceable to the maximum extent permitted by law; provided, however, that such remaining provisions effectuate fully the intent of the parties as manifested herein.

**8. Entire Agreement.**

This Contract contains the entire understanding between the parties hereto with respect to the services contemplated herein and supersedes all prior and contemporaneous agreements and understandings, oral or written, with regards to such services.

**9. Counterparts.**

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

WHEREFORE, the parties having read and understood the foregoing provisions of this Contract acknowledge their intent to be bound by the terms as evidenced by the signatures of their respective representatives below.

**BRANCH DISTRICT LIBRARY**

**ALLEN TOWNSHIP**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, **President**

\_\_\_\_\_, **Supervisor**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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