

LIBRARY SERVICES AGREEMENT

This Agreement is made effective July 1, 2000, between the Branch District Library System (BDLS) and the **Village of Sherwood** (the "Village") to provide for the continuation of a Branch Library at **Sherwood, Michigan**.

WHEREAS, BDL is a District Library organized and existing pursuant to Act 24 of the Public Acts of 1989; and

WHEREAS, the Village provides the facility located at 118 Sherman Street, Sherwood, Michigan, and is desirous of BDL continuing to operate a branch library at that location.

NOW, THEREFORE, the parties agree as follows:

1. The Village shall continue to provide the physical facilities at 118 Sherman Street, Sherwood, Michigan 49089.
2. The Village shall provide heat and light as well as interior and exterior maintenance of the facility.
3. The Village shall continue to provide to BDL the amount of space currently being provided.
4. The Village shall carry, at its own expense, such insurance as is required by law on related public properties and to protect its own interest. The BDL shall provide, at its own expense, such insurance as it deems necessary to protect library personnel and property.
5. In the event of fire and other casualty resulting in the destruction of the premises provided for the library services by the Village either party may terminate this Agreement.
6. BDL shall pay to Village rent at the rate of \$2,000 per year, payable in Quarterly installments of \$500, provided said funds are used to maintain the building for library services.
7. The branch clerk shall be appointed by BDL in consultation with the Village. Such clerk shall be an employee of and shall be paid by BDL.
8. the BDL shall keep the branch library open at least 9 hours per week as established by the BDL Board. Any changes in hours will be made at the discretion of the BDL in consultation with the Village. Additionally, BDL shall have access and use of the space at other times when the space is not being utilized by the Village.

9. BDL shall provide the following in connection with continued library services to the Village.
 - a) Books and library materials.
 - b) Library services, equipment and furniture.
 - c) Necessary support services essential to library operations including, but not limited to: technical services, acquisitions, collection development and control, district-wide program services, delivery and any other services which are deemed essential to promote and develop the growth and quality of library services in the Branch District Library area.

10. The furniture and equipment in the facility now belonging to the Village shall remain the property of the Village. Trade fixtures placed upon the branch library premises by the BDL shall remain the property of the BDL and may be installed or removed at its pleasure. In the event the installation or removal shall cause any damage to the structure itself, the same will be repaired at the expense of BDL.

11. Any person registered and in good standing at any branch may, upon presentation of his or her identification card, borrow books from any branch of the Branch District Library.

12. This Agreement shall expire on July 1, 2002, unless sooner terminated. Either party may terminate this Agreement on 90 days written notice.

13. This Agreement contains the entire agreement between the parties, and all prior agreements and negotiations relating hereto are deemed merged herein. This Agreement may be amended only in a writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 9th day of August, 2002, effective as of the date first above written.

For: Branch District Library
 By: Richard Sharland
 Its President

For: Village of Sherwood
 By: Loretta Tenney
 Its President

By: Marilyn Ashdown
 Its Secretary

By: Mary Cole
 Its Trustee

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