

FACILITY USE AGREEMENT

This Agreement is made on Monday, November 22nd, 2021, by and between ImagineIF Library Foundation, a Montana nonprofit corporation, herein called "*Owner*," and the Flathead County Library System, an agency of Flathead County, Montana, herein called "*User*."

Whereas, the parties desire to enter into a Facility Use Agreement to define their respective rights, duties, and liabilities concerning such an agreement;

Now, therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DESCRIPTION OF PREMISES:

Owner hereby agrees to allow *User* the use of the venue, known as the Ark Building, located at 8559 Montana Hwy 35, Bigfork, MT 5991, herein called the "*Premises*".

2. TERM:

User agrees to use the *Premises*, beginning Monday, December 6th, 2021, and ending Monday, February 28th, 2022, unless sooner terminated under the provisions of this Lease Agreement.

3. USE OF PREMISES:

The *Premises* is to be used for the purposes described immediately below by the *User*:

1. space for library sponsored activities and functions,
2. storage for storing library property (not to include perishable, explosive, and highly flammable material)

4. USE FEE:

User shall be entitled to use the *Premises* free of the charge for the duration of the term of this Agreement.

5. CONDITION OF PREMISES:

User hereby accepts the *Premises* in its present condition and state.

6. INSURANCE:

User shall procure and maintain in force at its expense during the term of this Facility Use Agreement and any extension of such term, public liability insurance with insurers. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the *Premises*. The insurance policies shall provide coverage for contingent liability of *Owner* on any claims or losses. The insurance policies shall be delivered to *Owner* for safekeeping and contain the minimum required coverage described immediately below:

- 1. \$2,000,000 General Aggregate,
- 2. \$2,000,000 Products & Completed Operations Aggregate,
- 3. \$1,000,000 Each Occurrence

7. NON-LIABILITY:

Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

8. SUBLETTING & ASSIGNMENT:

User shall not sublet or assign the entire *Premises* or any part of the *Premises* and shall not assign this Facility Use Agreement to any other entity, organization, person, or corporation.

9. DISPUTES: Any disputes arising under this contract shall be adjudicated in the *Owner's* local jurisdiction.

In witness of their understanding of and agreement to the terms and conditions herein contained, the parties affix their signatures below.

Flathead County Library System

By _____

Heidi Roedel, Board Chair

_____ Date

By _____

Martha Furman

_____ Date

Interim Library Director

ImagineIF Library Foundation

By _____
Charlotte Housel
Executive Director

_____ Date