This Agreement is made on Thursday, March 24th, 2022, 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 Sunday, May 1st, 2022 and ending Saturday, December 31st, 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. MAINTENANCE:
   User shall keep the Premises clean, neat and in good repair at its expense. User shall immediately report to the Owner any defect or problem pertaining to plumbing, wiring or workmanship on the Premises. User agrees to notify Owner of any water leakage and/or damage within 24 hours of discovering the occurrence. User, at its expense, shall maintain lawn and landscaping on the Premises in a neat and clean condition including but not limited to (1) Snow Removal- make reasonable efforts to keep walkways, sidewalks, and entryways free of snow and ice, (2) Grass Maintenance- all grass areas kept mowed and weed-eated lower than 6 inches in height and (3) Lawn Care- shall maintain landscaping to comply with all federal, state and local regulations.
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               Date
Board Chair

By ___________________________ ___________________________
Ashley Cummins               Date
Library Director