

BIGFORK

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AGREEMENT

This agreement is entered into by and between the Board of Trustees of the Flathead County Free Library (hereinafter, the Library) and the Bigfork Development Company (hereinafter, the Company).

1. The purpose of this agreement is to provide space to the Library for the operation of a branch library in Bigfork, Montana.

2. For and in consideration of the Library operating a branch library in the community of Bigfork, the Company agrees to provide to the Library the southerly half of the first floor of the "Village Square Building", consisting of approximately 1440 square feet, said building being located on the property more particularly described as follows:

The southern 2 feet of Lot 7 and all of Lot 8, in Block 7 of the Bigfork Original Townsite, Section 36, Township 27N, Range 20W, M.P.M., on file with the Clerk and Recorder of Flathead County, Montana.

3. The term of this agreement shall be for 50 years or for the life of the described premises, whichever is shorter; provided, however, that at the end of ten years, and at the end of each ten year period thereafter, the agreement will be subject to renegotiation at the option of either party.

4. In the event that the described premises are damaged or destroyed by fire or other casualty, the premises shall be promptly repaired by the Company; but, if the described premises should be damaged to the extent that the Company shall decide not to rebuild or repair, the term of this agreement shall end at that time.

5. The Library, in operating a branch library in the premises provided for herein, will provide services that are comparable to the services provided by it at other branch libraries operated by it, considering the amount of use of the branch and the resources available to the library.

6. The Company shall maintain the premises for the term of this agreement and shall pay all utilities for that term. Upon sale of the premises by the Company the responsibility of the Company's successor in interest to maintain the building and pay all utility charges shall be subject to the renegotiation clause set forth above in paragraph no. 3. In the event that any governmental entity is found to be willing to accept the responsibility for maintenance and payment of utility charges, that responsibility may be transferred by the Company or its successor in interest to such governmental agency. Utilities as used herein shall not include telephone services; if it so desires, the Library may provide and pay for telephone services in its portion of the premises.

The Library shall have the right, in the event that the Company has not maintained the building or paid all utility charges, to assume those responsibilities in order to continue to operate the Library on the premises.

7. The Company agrees that it is responsible for maintaining insurance coverage on the building and the Library agrees to maintain insurance coverage, as it deems appropriate, on its belongings within said building.

8. The Library may remodel the space within the building occupied by it with its own funds or with funds secured from any government grant or other donations upon Company approval.

9. The Library shall use the premises only for Library purposes and uses consistent therewith, and shall not sublet or assign the premises without the written consent of the Company; provided, the Library will allow the use of portions of its space for public meetings consistent with Library policies.

10. This Agreement is contingent upon the granting of an L.C.S.A. Title II grant for which the Library has applied; in the event that the Library's application for said grant is denied, this Agreement shall have no further force or effect. In the event that future circumstances require a refund of a portion of the L.C.S.A. Title II grant, the Library agrees that that obligation will be borne by the Library.

11. The Company agrees to assist the Library in finding an alternative site should the Library decide to seek an alternative site.

12. In the event that a future political subdivision of the State of Montana (for example, an incorporated city or library district) agrees to assume the responsibilities and liabilities of the parties to this agreement, the parties may by mutual agreement relinquish their responsibilities and liabilities to that governmental entity.

This agreement is effective this 25th day of July, 1983.

FLATHEAD COUNTY FREE LIBRARY
BOARD OF TRUSTEES

By Jade C White
Chairman

ATTEST:

W. D. Burt
Clerk

BIGFORK DEVELOPMENT COMPANY

By William M. Guille
President

ATTEST:

Julia H. Bueh
Secretary

STATE OF MONTANA)
:SS
County of Flathead)

On this 25 day of July, 1983, before me a Notary Public in and for said State, personally appeared the Chairman and Clerk of the Flathead County Free Library Board, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Anne E. Hauer
Notary Public for the State of Montana
Residing at: Bigfork, Montana
My Commission Expires: 5/19/84

STATE OF MONTANA)
:SS
County of Flathead)

On this 25 day of July, 1983, before me, a Notary Public in and for said State, personally appeared the President and Secretary of the Bigfork Development Corporation, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Anne E. Hauer
Notary Public for the State of Montana
Residing at: Bigfork, Montana
My Commission Expires: 5/19/84