



LIBRARY BOOK DROP-OFF/PICK-UP UNIT AGREEMENT

This Agreement is made and entered into this _____th day of _____, by and between:

Town of Waxhaw
8607 Kensington Drive
Waxhaw, NC 28173
(Hereinafter referred to as "the Town")

and

Union County 1720 Cuthbertson Road
Waxhaw, NC 28173
(Hereinafter referred to as "the Library")

Purpose:

This Agreement establishes the terms and conditions under which the Town and the Library will share responsibilities and costs of the to be donated Library Book Drop-Off/Pick-Up unit for the Waxhaw Learning Center Location.

1. Scope of the Agreement

The Town and the Library agree to jointly maintain and operate a Library Book Drop-Off/Pick-Up Unit (the "Unit") at the Waxhaw Learning Center, 509 S. Providence St, Waxhaw, NC 28173. The Unit will serve the community as a mobile Library drop-off/pick-up site. The Unit will be purchased by the Town using funds donated by the *Library Association of Waxhaw*. (L.A.W.). The Town will pay the annual subscription costs associated with the maintenance of the Unit.

Purpose: To provide the surrounding community of the Learning Center with a walkable, or close proximity location to pick-up and return library books.

2. Cost Sharing

The Town will purchase the Unit with donated funds and coordinate the installation on site at The Learning Center. The Town will own the Unit. Both parties agree to share costs associated with maintenance and operation of the Unit as follows:

The Town will be responsible for the following costs:

- Annual subscription costs, which includes a maintenance plan for the Unit

- Utilities (Power/Wifi) necessary for operation of the Unit
- On-Site Staff (for support of use of the Unit when needed)

The Library will be responsible for the following costs:

- Stocking/Restocking of the Unit
- Library Staff (when needed) associated with operation and stocking/restocking of the Unit

Payment Schedule:

The Town will pay utility bills, annual subscriptions, and Town staff associated with the Town's responsibilities and costs under the Agreement.

The Library will pay for Library staffing associated with the Library's responsibilities and costs under the Agreement.

3. Responsibilities of the Parties

The Town:

- The Town will be responsible for overseeing the procurement of permits and approvals required for the Unit. *(if any are needed)*
- The Town will be responsible for ensuring proper installation of the Unit, as well as housing the Unit once installed.
- The Town will ensure that the Unit meets all local building codes and safety regulations *(if there are any specific requirements)*
- The Town will be responsible for utilities, annual fees, and insurance of the Unit and its location.
- The Town will be responsible for any costs of repairs of the Unit, in accordance with the maintenance plant.
-

The Library:

- The Library will be responsible for stocking and removing Library's materials in the Unit while in use at The Learning Center.
- The Library will reasonably assist in promoting community partnership, involvement, and awareness of the project.

4. Timeline and Completion Date

The parties agree that the Unit will be installed and begin operation no later than May 2026. Any delays due to unforeseen circumstances, such as weather conditions or material shortages, will be communicated promptly to both parties.

5. Work Completion

Upon installation of the Unit, the Unit will belong to the Town for use at the Waxhaw Learning Center, in partnership with the Library. Any books, materials, or other property of the Library contained within the Unit shall remain the Library's property at all times.

6. Dispute Resolution

In the event of any disagreement or dispute arising from the interpretation or execution of this Agreement, the parties agree to resolve the issue through good faith discussions. If the dispute cannot be resolved through discussion, the parties agree to pursue

mediation or another mutually agreed-upon dispute resolution process before seeking legal action.

7. Termination

This Agreement will remain in effect until this Unit is no longer functional or serviceable, unless otherwise terminated as set forth herein. Once the Unit is fully installed, the Unit will be in use thereafter until either the Town or Library decide to terminate this Agreement, without cause, upon sixty (60) days' notice to the other party. The parties may mutually agree to a change in use.

8. Amendments

Any modifications or amendments to this Agreement must be made in writing and signed by authorized representatives of both the Town and the Library.

9. Indemnification

The Town agrees, to the extent permitted by applicable law, to indemnify and hold harmless the Library, its officials, directors, managers, employees, agents, and contractors from any claims, losses, or damages arising out of the design, construction, operation, or use of the Unit, except to the extent any such claim is based on the negligence or willful misconduct of the Library.

The Library agrees, to the extent permitted by applicable law, to indemnify and hold harmless the Town, its officials, directors, managers, employees, agents, and contractors from any claims, losses, or damages arising out of Library's negligence or willful misconduct associated with Library's carrying out its responsibilities under this Agreement.

10. Signatures

By signing below, both parties agree to the terms outlined in this Agreement.

Town of Waxhaw:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Contact Phone Number: _____

Contact E-mail: _____

Union County:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Contact Phone Number: _____

Contact E-mail: _____

Approved as to Legal Form: BTI

Town Attorney

Signature: _____

Print Name: _____

Title: _____

Date: _____

Contact Phone Number: _____

Contact E-mail: _____