

Little Free Library Agreement

THIS AGREEMENT made the ____ day of _____, 20__.

BETWEEN: CITY OF PORT MOODY

100 Newport Drive
Port Moody, B.C.
V3H 5C3

(the "City")

AND: ORGANIZATION

Address
Address
Address

(the "Organization")

LOCATION: Address

Address
Address

(the "Location")

WHEREAS the City and the *Organization* desire to enter into this Agreement to establish the terms and conditions under which the City will grant permission for the installation and maintenance of a Little Free Library on City property, as described herein;

NOW THEREFORE IN CONSIDERATION of these premises and installation and maintenance services performed by the City for the *Organization*, the parties agree as follows:

1. General

1.01 A Little Free Library is a box that is installed on a post and is filled with books which are accessible to the public. Little Free Libraries create a gathering spot for local residents, promote the sharing of books, and provide an artistic addition to the public realm.

2 Term

2.01 This Agreement shall commence upon execution and will continue in force until such time as either party terminates this Agreement in accordance with section 6.

3 Indemnification

3.01 The *Organization* will release, indemnify, and hold harmless the City and its employees and elected officials from and against all actions, proceedings, claims, and demands by any person

and shall reimburse the City for all damages and expenses caused or contributed to by the negligence or other default of the *Organization* in respect of anything done pursuant or ostensibly pursuant to this Agreement including without limitation the construction, operation, maintenance, and repair of the Little Free Library.

4.0 Damage

4.01 The City will not be responsible for any damage to the Little Free Library, its contents, or other supplies or materials under this Agreement or for any damage to or loss of private property arising or resulting from the installation or maintenance of the Little Free Library.

5.0 Installation

5.01 The *Organization* will comply with all applicable laws and bylaws in the performance of its construction of the Little Free Library box in accordance to its obligations regarding health and safety laws and regulations relative to its employees, volunteers, or other representatives.

5.02 The *Organization* will prepare a Little Free Library box for the City's Engineering and Operations Department to mount to a post and install at an approved location. Upon installation, the *Organization* will not modify the structure without prior written approval by the City.

5.03 The City reserves the right to decline the *Organization's* bid to operate a book exchange if the structure the *Organization* provides or maintains is deemed not structurally sound, unsafe, or built not to withstand weathering effects.

5.04 The *Organization* hereby agrees to use the Location approved by the City only for the purposes of installing, repairing, maintaining, and operating the Little Free Library and for no other purpose whatsoever.

6.0 Termination

6.01 Either party may terminate this Agreement at any time by giving 30 days' written notice of termination to the other party and upon such termination, neither party will be under any further obligation to the other under this Agreement.

6.02 The City may remove the Little Free Library box and all ancillary features and contents upon termination of the Agreement and dispose of same as it determines reasonable in its sole discretion.

7.0 Notices

7.01 Any notice that either party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received, if delivered personally on the date of such personal delivery or if mailed, on the third business day after mailing in British Columbia by pre-paid post addressed to the parties at the addresses set forth on page 1 of this Agreement, or to such other addresses as either party may from time to time advise the other.

8.0 Miscellaneous

- 8.01 The *Organization*, in execution of its obligations under this Agreement, will be at all times considered as an independent contractor acting on its own accord and will have no authority to act as the City’s agent unless explicitly stated to do so by the City.
- 8.02 This Agreement is in no way meant to create any relationship of partnership, joint venture, or other like relationship between the parties, and the *Organization* will be solely responsible for all employment related obligations in connection with its employees, agents, volunteers, and all other representatives.
- 8.03 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit, or enlarge the scope of any provision of this Agreement.
- 8.04 No amendment or modification to this Agreement will become effective until after it has been reduced to writing and executed by the parties.
- 8.05 This Agreement shall be governed by the laws of the Province of British Columbia.

By signing this agreement, the *Organization* hereby agrees to the terms stipulated in this agreement and further agrees to indemnify and save harmless the City against any and all claims, actions or expenses whatsoever or by whomsoever brought against the City by the reason of the City granting permission for a Little Free Library. The *Organization* further agrees to accept responsibility to ensure proper construction of the book structure and ensure it is maintained for the duration of its use.

CITY OF PORT MOODY, by its authorized signatories:

Print Name:
Title:

ORGANIZATION OF PORT MOODY, by its authorized signatories:

Print Name:
Title:

Print Name:
Title: