# AGREEMENT FOR INSTALLATION OF LITTLE FREE LIBRARY MARTIN LUTHER KING JR. PATIO – SOUTH BEND, IN

THIS AGREEMENT, entered into this 3<sup>rd</sup> day of May, by Managed Health Services, (hereinafter called the Contractor) and the City of South Bend Venues Parks & Arts, (hereinafter called the Owner), and MHS, (hereinafter called the Liaison),

WITNESSETH that the Contractor, the Owner, and the Liaison, in consideration of the premises and of the mutual covenants, considerations, and agreements herein contained, agree as follows:

STATEMENT OF WORK: The Contractor plans to purchase and install a Little Free Library in Martin Luther King Jr. Patio. Contractor shall furnish all labor and materials and perform the installation, which includes installing a 4" x 4" base mounting post by digging down three feet and securing it with concrete, cutting out a 3' diameter mulch bed around the post for ease of mowing, and securing the Little Free Library properly to the mounting post. Any logos or signage must not collectively be in excess of 1 sq/ft.

**MAINTENANCE:** The Contractor agrees to take full responsibility for the future maintenance and upkeep of the physical structure, which includes all tasks such as painting, stocking with books, and maintaining overall cleanliness. Owner will remain responsible for mowing the grass in the public space around the new structure.

BREACH OF CONTRACT: If at any point in time the Owner feels that the Contractor is not properly maintaining the Little Free Library structure in the public park, the Owner holds the right to notify the Contractor with a "Warning," setting forth remedial actions that need to be taken, and giving the Contractor two weeks to perform the remedial actions. The Liaison agrees to employ its best efforts to maintain current contact information for the Contractor, and the Owner may notify the Liaison to obtain assistance in contacting the Contractor. If the Contractor does not follow through with the request or come to a mutual agreement with the Owner, the Owner reserves the right to remove the Little Free Library structure from the public grounds of the park and return the grounds to their original status.

In witness whereof, the undersigned competent representatives do hereby enter into this agreement for the construction and continued maintenance of the Little Free Library in Martin Luther King Jr. Patio as of the date listed above.

	5-21-18
City of South Bend Venues Parks & Arts Representative	Date
Contractor's Representative	Date

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# AGREEMENT FOR INSTALLATION OF LITTLE FREE LIBRARY FREMONT PARK – SOUTH BEND, IN

THIS AGREEMENT, entered into this 3<sup>rd</sup> day of May, by Managed Health Services, (hereinafter called the Contractor) and the City of South Bend Venues Parks & Arts, (hereinafter called the Owner), and MHS, (hereinafter called the Liaison),

WITNESSETH that the Contractor, the Owner, and the Liaison, in consideration of the premises and of the mutual covenants, considerations, and agreements herein contained, agree as follows:

**STATEMENT OF WORK:** The Contractor plans to purchase and install a Little Free Library in Fremont Park. Contractor shall furnish all labor and materials and perform the installation, which includes installing a 4" x 4" base mounting post by digging down three feet and securing it with concrete, cutting out a 3' diameter mulch bed around the post for ease of mowing, and securing the Little Free Library properly to the mounting post. Any logos or signage must not collectively be in excess of 1 sq/ft.

**MAINTENANCE:** The Contractor agrees to take full responsibility for the future maintenance and upkeep of the physical structure, which includes all tasks such as painting, stocking with books, and maintaining overall cleanliness. Owner will remain responsible for mowing the grass in the public space around the new structure.

BREACH OF CONTRACT: If at any point in time the Owner feels that the Contractor is not properly maintaining the Little Free Library structure in the public park, the Owner holds the right to notify the Contractor with a "Warning," setting forth remedial actions that need to be taken, and giving the Contractor two weeks to perform the remedial actions. The Liaison agrees to employ its best efforts to maintain current contact information for the Contractor, and the Owner may notify the Liaison to obtain assistance in contacting the Contractor. If the Contractor does not follow through with the request or come to a mutual agreement with the Owner, the Owner reserves the right to remove the Little Free Library structure from the public grounds of the park and return the grounds to their original status.

In witness whereof, the undersigned competent representatives do hereby enter into this agreement for the construction and continued maintenance of the Little Free Library in Fremont Park as of the date listed above.

	5-21-18
City of South Bend Venues Parks & Arts Representative	Date
Contractor's Representative	Date

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# AGREEMENT FOR INSTALLATION OF LITTLE FREE LIBRARY RANDOLPH PARK – SOUTH BEND, IN

THIS AGREEMENT, entered into this 3<sup>rd</sup> day of May, by Managed Health Services, (hereinafter called the Contractor) and the City of South Bend Venues Parks & Arts, (hereinafter called the Owner), and MHS, (hereinafter called the Liaison),

WITNESSETH that the Contractor, the Owner, and the Liaison, in consideration of the premises and of the mutual covenants, considerations, and agreements herein contained, agree as follows:

**STATEMENT OF WORK:** The Contractor plans to purchase and install a Little Free Library in Randolph Park. Contractor shall furnish all labor and materials and perform the installation, which includes installing a 4" x 4" base mounting post by digging down three feet and securing it with concrete, cutting out a 3' diameter mulch bed around the post for ease of mowing, and securing the Little Free Library properly to the mounting post. Any logos or signage must not collectively be in excess of 1 sq/ft.

**MAINTENANCE:** The Contractor agrees to take full responsibility for the future maintenance and upkeep of the physical structure, which includes all tasks such as painting, stocking with books, and maintaining overall cleanliness. Owner will remain responsible for mowing the grass in the public space around the new structure.

BREACH OF CONTRACT: If at any point in time the Owner feels that the Contractor is not properly maintaining the Little Free Library structure in the public park, the Owner holds the right to notify the Contractor with a "Warning," setting forth remedial actions that need to be taken, and giving the Contractor two weeks to perform the remedial actions. The Liaison agrees to employ its best efforts to maintain current contact information for the Contractor, and the Owner may notify the Liaison to obtain assistance in contacting the Contractor. If the Contractor does not follow through with the request or come to a mutual agreement with the Owner, the Owner reserves the right to remove the Little Free Library structure from the public grounds of the park and return the grounds to their original status.

In witness whereof, the undersigned competent representatives do hereby enter into this agreement for the construction and continued maintenance of the Little Free Library in Randolph Park as of the date listed above.

	5-21-18	
City of South Bend Venues Parks & Arts Representative	Date	
Contractor's Representative	Date	

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