

## LIBRARY USE AGREEMENT

This Agreement is by and between the City of Taylor, Texas, a Texas Home Rule City ("City") and the Temple College in Taylor, Texas, a Texas non-profit corporation, ("TC") and pertains to use of the Taylor City Library ("Library") by TC.

TC requested that the City allow Library use by properly enrolled TC students actively attending courses in Taylor, Texas, ("Student") requiring use of curriculum research and resource books ("Materials"). "Library use" includes the ability of Students to check out eligible Library owned materials as well as Temple College materials housed at the Library.

TC does not maintain a library at its Taylor, Texas campus but to provide student Materials without constructing a library and for student convenience desires use of the Library. The City agrees to allow Library use requested by TC and this Agreement provides the terms and conditions for such use.

1. Every Student requiring use of the Library must provide valid TC identification verifying current semester enrollment prior to access and use of Materials.
2. Materials that are not used, checked out, and returned under Library and TC policy and rules shall subject the Student to a notation and "Hold" on the Student TC records until the delinquency, deficiency or default is corrected. A Student Hold shall provide remedies that include, without limitation, withholding the Student transcript and withholding Student registration in TC. TC shall notify Students requiring Materials of the remedies in the event of a Student delinquency, deficiency or default. Library shall notify TC of Student delinquencies so that a Student Hold can be placed.
3. The City shall have no obligation in obtaining the Materials for use in the Library and the obligation to do so shall exclusively remain with TC. The Library or TC may impose restrictions to use or access to the Materials if deemed necessary by either.
4. In the current Library facility no more than 24 linear feet of Library shelf space shall be provided for the

Materials in a location exclusively determined by the Library.

5. The Library shall be entitled to charge and collect late fees for overdue Materials.
6. In no event shall the Library be obligated to repair or replace any of the Materials.
7. The Library will use reasonable diligence to assure that only Students check out Materials owned by TC.
8. In consideration for Library use, TC will provide, if available, at least one Student to work in the Library under direction of the Library staff during the term of this Agreement without charge to the City. The Student must be approved by the Library Director prior to any work performed in the Library.
9. This agreement may be terminated by either party by a prior thirty day written notice to the non-terminating party.

*Kathy Fulton*

\_\_\_\_\_  
Director of Library Services,  
Temple College

Date 1-12-06

*Kam Ellis*

\_\_\_\_\_  
Library Director, Taylor  
Public Library

Date 1-9-2006