

**The Library Network
Download Destination**

Participating Library Service Agreement

This agreement is entered into between THE LIBRARY NETWORK, a Michigan public library cooperative (hereafter referred to as "TLN"), located at 41365 Vincenti Court Novi, MI 48375 and the Garden City Public Library,

(hereafter referred to as "Participant"), located at 31735 Maplewood St.,
Garden City, MI 48135.

WITNESSETH:

WHEREAS, TLN has entered into an agreement with OverDrive, Inc. to administer Digital Library Reserve Application Services for Download Destination Participating Libraries, and

WHEREAS, TLN agrees to make Download Destination available to any public library in Michigan eligible to join under the Digital Library Reserve Application Services Agreement (hereafter referred to as "DLRASA"), and

WHEREAS, the Participant is desirous of utilizing Download Destination,

AGREEMENT

NOW, THEREFORE, the parties, by and through their undersigned representatives, do hereby agree to the following terms and conditions:

Purpose. Execution of this Agreement obligates the parties to abide by the provisions of the Digital Library Reserve Application Services Agreement (see Attachment A), and the E-Content Users Group Bylaws.

Fees. Each Participant, as a condition of receiving service, shall submit to TLN any and all pertinent information and documentation necessary to the operation of Download Destination. In addition, Participant shall pay such annual participation fees as are assessed by TLN pursuant to the DLRASA, and any fees assessed by the E-Content Users Group. All fees are to be paid to TLN within thirty (30) days of the date of invoice. Participant agrees to pay applicable late fees as determined by the TLN Board (currently one percent [1%] per month).

Liaison. Participant shall prepare and furnish TLN written notice of the individual designated as that Participant library's agent/contact person with TLN. Participant may change the identity of such contact person at any time through written notice to TLN.

System Operation. TLN administration shall designate a staff person to serve as the liaison between Download Destination libraries and OverDrive. His/her duties will include all aspects of interaction with OverDrive, including but not limited to monitoring day to day operation of the OverDrive-maintained software, integration of new libraries, acquisition and loading of MARC records when applicable, contract negotiations, notification to OverDrive of TLN system upgrades and other changes, as well as communicating to OverDrive any concern brought forth by Download Destination member libraries as pertains to the service.

Term. This Agreement shall be effective upon execution by the parties and shall remain in effect unless a written notice of termination is provided to the designated TLN staff OverDrive liaison no later than 90 days before the annual fee is invoiced. Notwithstanding the above noted provision, this Agreement may be terminated by either TLN or Participant if there is a material breach by the other party under the terms of the Agreement or in complying with the provisions of the E-Content Users Group Bylaws. TLN may also terminate the Agreement if the DLRASA is terminated for any reason. A terminated Participant shall continue to be liable to TLN for payment of all fees and assessments owed at the termination date. Participant agrees to compensate TLN for any costs incurred or revenue unrealized due to termination of this Agreement. Charges may include, but are not limited to, annual participation fees and any costs for items or services purchased that will go unused. Upon termination, Participant shall be responsible for the cost of updating or removing its records from the TLN Shared Automation System or any other Integrated Library System used by the Participant. Participant understands and agrees that, in the event it should choose to terminate this Agreement, whether during or at the end of a contract period, and leave the Download Destination group, whether or not this involves migration to another e-content vendor or implementation of an alternative method of providing e-content service to its library patrons, Participant shall not be entitled to any form of compensation, either in the form of acquisition or migration of any digital content from the group, or any financial reimbursement from other participating libraries, from TLN, or from OverDrive.

Dispute. In the event that any dispute arises between TLN and Participant in connection with this Agreement, such dispute shall be brought before the TLN Board of Directors for its consideration and resolution. In the event the dispute is not resolved, the parties are obligated to process the dispute through the alternative dispute resolution (ADR) procedures and rules of the American Arbitration Association. The ADR will be binding on TLN and Participant, and can be the basis for a judgment by any court of competent jurisdiction.

Assignment. Neither TLN nor Participant may assign its rights or obligations under this Agreement.

Severability. In the event that any term or provision of this Agreement is found to be invalid or unenforceable, such determination or invalidity or unenforceability shall not affect the other terms of this Agreement.

Entire Agreement. This is the entire agreement of the parties, there being no other written or oral understandings as to the benefits, obligations and/or responsibilities of either party.

IN WITNESS WHEREOF, the parties have set their hands on Dec. 10, 2013.

Witnessed:

THE LIBRARY NETWORK

By: _____

Its: _____

Witnessed:

Janet R. Smith
And [Signature]

PARTICIPANT:

Garden City Public Library

By: William Werhand

Its: Board President

Attachment A

Schedule "C"

Library Participation Form – Download Destination

<http://tln.lib.overdrive.com>

1. In consideration of participation in the Download Destination ("Consortium"), lending digital materials, Participating Library agrees to abide by the terms and conditions of the Agreement.

2. Participating Libraries shall pay OverDrive an Annual Participation Fee for joining and ongoing services provided to Consortium. The Participation Fee shall include any and all services relating to use of the Application Services including the Digital Library Reserve (DLR) System License, configuration and customization of website services, third party software licenses, hosting, bandwidth, and maintenance of the application services and staff training. The Fee shall be based upon Participating Library's Legal Service Area Population as reported by the then current information available at the Institute of Museum and Library Services (<http://harvester.census.gov/imls/search/index.asp?&LibraryName>).

Annual Fee for 2012 - 2014*

Please check one:

Tier 1 Legal Service Area Population up to 10,000	\$2,000 per year _____
Tier 2 Legal Service Area Population of 10,001 – 20,000	\$4,000 per year _____
Tier 3 Legal Service Area Population of 20,001 – 30,000	\$6,000 per year _____
Tier 4 Legal Service Area Population of 30,001 – 60,000	\$8,000 per year _____
Tier 4 Legal Service Area Population of 60,001 – 124,999	\$10,000 per year _____

*The initial term is two (2) years. After the initial term of two (2) years the Annual Fee is subject to change. The Annual Fee shall be due and payable within thirty (30) days of receipt of invoice.

3. Michigan Public Libraries with Legal Service Area Populations under 125,000 shall be eligible to join Consortium, on a quarterly basis. Any current OverDrive customer (standalone system) shall not be eligible to join Consortium. Notwithstanding the foregoing, OverDrive shall have sole discretion to approve any and all new libraries that seek to join Consortium.

4. The Annual Participation Fee collected during each year shall be allocated as follows: one-fourth (1/4) towards configuration, system fees, and maintenance, and three-fourths (3/4) toward selection of Content for the shared collection. At any time during the term of this Agreement, Consortium and/or Participating Libraries may select additional Content subject to standard terms and pricing. Consortium and/or Participating Libraries shall make payments to OverDrive for Content selections within 30 days of receipt of invoice.

5. DLR is for remote use only (outside of the Participating Library). Without the use of OverDrive Download Station software, Patrons and all other users of DLR cannot download Digital Content to any Participating Library computers or devices.

6. Participating Library shall include a direct hyperlink and/or logo linked to the DLR service from Participating Library's home page and other appropriate sub-pages. Such link or logo shall be featured no less prominently than other electronic resources or services including but not limited to EBSCOhost, Recorded Books, Ingram and 3M.

7. Participating Library acknowledges it may incur additional license fees or costs related to MARC records, SIP or similar protocol for patron authentication. All such fees shall be at Participating Library's own expense, and are not included in the Participation Fee.

8. Participating Library acknowledges that if Participating Library withdraws from Consortium prior to the expiration of Agreement with OverDrive, all content, products, and services that have been licensed with the Participating Library's monetary and in-kind contributions to Consortium shall remain with Consortium.

[signature page follows] Digital Library Reserve Application Services Agreement –Download Destination (MI) 2
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Accepted and agreed this ____ day of _____ 2012 by:

Please fill out the following with the appropriate contacts:

Billing Contact(s)

Name(s), email address, and billing address of contacts to receive billing:

Name: _____ Name: _____

Email: _____ Email: _____

Address: _____ Address: _____

Phone: _____

ILS Change Contact(s)

Names(s) and email address of contacts allowed to request ILS changes for your library:

Name: _____ Name: _____

Email: _____ Email: _____

Collection Contact(s)

Name(s) and email address of contacts who will work on collection management:

Name: _____ Name: _____

Email: _____ Email: _____

Promotional Materials Contact(s)

Name(s) and email address of contacts to work with our Partner Services Team on promotion:

Name: _____ Name: _____

Email: _____ Email: _____

("Participating Library")

By (signature): _____

Name (Print): _____

Title: _____ Digital Library Reserve Application Services Agreement

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James B Lenze

