

Mutual Use Agreement
Exploration Gateway Atrium Digital Display

This Mutual Use Agreement (“Agreement”) is made and entered into by and between the Stark County Park District (“Park District”) and the Stark County District Library (“Library District”). Throughout this Agreement, the Park District and the Library District are referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Parties occupy and conduct separate operations out of the Exploration Gateway, in accordance with the terms of a Cooperative Agreement and a Lease Agreement between the Parties; and

WHEREAS, the Exploration Gateway contains an atrium that is available for the common use of the Parties; and

WHEREAS, the Parties wish to define the terms of the installation and use of a digital display in said atrium; and

WHEREAS, the Parties intend to mutually use said display for their individual public marketing and communication purposes.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Parties agree as follows:

- 1. Duties of the Park District.** The Park District shall provide and install the television and the mount required for the digital display. The Park District shall also engage a licensed electrician to perform all electrical upgrades required for the digital display.
- 2. Duties of the Library District.** The Library District shall provide all digital display hardware and all subscription services required to operate the digital display software. The Library District shall also, at all times, provide the Park District with equal access to the digital display software for the purpose of marketing and communicating Park District activities and information.
- 3. Estimated Cost Contributions.** The Parties agree that, as of the date of this Agreement, their respective estimated contributions to the costs of this Agreement are as follows:
 - A. The Park District:**
 - TV and Mount - \$600
 - Electrical Upgrades - \$990
 - B. The Library District:**
 - Digital Display Hardware - \$300
 - Subscription to Digital Display Software - \$240 (Annually)

4. **Duration; Termination.** This Agreement shall take effect once all Parties have signed the Agreement and as of the date of execution by the last Party to sign the Agreement. This Agreement shall remain in effect until it is terminated. Either Party may terminate this Agreement at any time by providing written notice to the other Party of said termination. Upon termination, each Party shall be entitled to any and all equipment, devices, materials, subscriptions, upgrades, etc., contributed by the Party in furtherance of the digital display.

5. **Written Notices.** All notices to be given under this Agreement shall be in writing and shall either be served personally or sent by certified mail, return receipt requested, to the Party receiving notice at the address provided below. A notice shall be deemed delivered: (a) immediately upon hand delivery or (b) three (3) days after being placed in the certified mail.

Notice to the Park District:

Attn: Executive Director
Stark County Park District
5300 Tyner Street NW
Canton, Ohio 44708

Notice to the Library District:

6. **Modifications.** No amendment, modification, or alteration of any term, covenant, condition, etc., contained in this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the Parties hereto.

7. **No Assignments.** Neither Party may sell, transfer, or assign this Agreement without the prior written consent of the other Party.

8. **No Partnership.** Nothing in this Agreement shall be deemed or construed by the Parties or any third party to create an employer-employee relationship, a principal-agent relationship, a partnership, a joint venture, or any other arrangement between the Parties whereby either Party is authorized to act on behalf of the other.

9. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and shall be delivered via hard copy and/or electronic format, and all of which together shall have the same force and effect as if the Parties had executed a single copy of this Agreement. In order to facilitate execution, a copy of this Agreement signed in blue ink and converted into a PDF document shall be treated as an original, provided the PDF document is sent to the other Party using a verifiable email address.

10. **Entire Agreement.** This Agreement constitutes the sole and entire agreement between the Parties with respect to its subject matter and shall supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and

understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

IN WITNESS WHEREOF, the Parties have signed their names on the day and year below written.

STARK COUNTY PARK DISTRICT

Daniel J. Moeglin, Executive Director

Date

ACKNOWLEDGEMENT CERTIFICATE

No oath or affirmation was administered to the signer with regard to the notarial act.

State of Ohio

County of _____

The foregoing instrument was acknowledged before me this _____ (date)
by Daniel J. Moeglin, Executive Director of the Stark County Park District.

(Affix Seal Here)

Signature of Person Taking Acknowledgement

Title or Rank

Commission Expiration Date

Approved at to legal form and sufficiency:

WILLIAM L. BARTOS
Counsel for the Stark County Park District

[AUTHORIZED SIGNATURES CONTINUE ON FOLLOWING PAGE]

STARK COUNTY DISTRICT LIBRARY

Authorized Signature

Date

ACKNOWLEDGEMENT CERTIFICATE

No oath or affirmation was administered to the signer with regard to the notarial act.

State of Ohio

County of _____

The foregoing instrument was acknowledged before me this _____ (date)

by _____ (name and title)
of the Stark County District Library.

(Affix Seal Here)

Signature of Person Taking Acknowledgement

Title or Rank

Commission Expiration Date