

## RECORDS LOAN AGREEMENT

### BETWEEN THE SALISBURY POST AND ROWAN COUNTY PUBLIC LIBRARY

In consideration of the mutual arrangements and obligations set forth herein, Salisbury Newsmedia, LLC d/b/a The Salisbury Post ("Lender") and Rowan County, a body politic and its department the Rowan County Public Library (collectively the "Borrower") agree to the following terms and conditions:

#### PURPOSE

Lender owns an archive of documents, photographs, and newspaper articles of historic value ("Records") that it wishes to loan and make available to Borrower for the purposes of digitizing, scanning and otherwise preserving copies thereof for Borrower's History Room and future use by the public. Borrower maintains a History Room with a current substantial inventory of documents, maps, records and the like that are available to the public for academic and general research and review. The parties agree that Lender's records have such value that they should be preserved and digitized before they deteriorate.

#### CARE, PRESERVATION, AND ARCHIVING

1. Due to the large storage and anticipated difficulty of temporarily relocating the Records, Lender shall make all Records available to Borrower by allowing Borrower access to its business premises at 131 West Innes Street, Salisbury, NC 28144 at such reasonable hours as the parties may agree. Further, and to the extent Borrower has to lease specific equipment to accomplish the goals of this Agreement, Lender may grant additional access after business hours in order to accommodate the lease schedule.
2. Lender expects the Borrower will give the Records the same level of care as it does its own and Borrower will use standards customary for the industry to protect the Records while in the Borrower's custody.
4. Because it will be impractical to inventory the entire collection of Records in advance of beginning the archiving process, evidence of any previously existing damage will be documented and photographed and reported immediately to the Lender.
4. No alteration, restoration, or repair of loaned Records will be undertaken without the written authorization and approval of the Lender.
5. Any Records that the parties agree need to be removed to another location for archiving purposes shall be so moved by mutual agreement and standards of care for removal and return.

#### REPRODUCTION

1. The loaned Records may be photographed by the Borrower for educational and archiving purposes. Lender hereby authorizes Borrower to retain archived copies of all Records and subsequently allow reproduction of the same for purposes consistent with this Agreement; provided however, Lender's prior authorization is required by any third party intending to reproduce Records for any further publication or commercial use.

#### TERM

1. The parties agree that it is difficult to place a timeline on this archiving effort based on availability of funds and the time necessary to archive individual documents and records. Therefore, the Term shall be for an initial period of THREE (3) YEARS, and may be extended as needed by amendment executed between the parties.

2. This Agreement may be terminated at any time by mutual agreement or by either party upon THIRTY (30) days notice to other party of its breach of any term herein; provided, however, the other party shall have had prior notice of the breach and at least FIFTEEN (15) days to cure the same.

#### MISCELLANEOUS

1. The Borrower shall maintain general liability and workers comp insurance for its employees or agents performing the work contemplated herein while on Lender's premises, and Borrower shall provide certificates of such coverage upon request by Lender.

2. Borrower may apply for grants to offset the costs of this important archiving effort as if it is the owner of all such Records. This Agreement is intended to give Borrower full and complete access to all Records of historic importance held by Lender. Lender will in good faith support and execute any grant applications submitted in furtherance of the intent herein.

3. This Agreement shall be governed by the laws of the State of North Carolina and jurisdiction shall be in Rowan County, North Carolina.

4. Any modification or amendment to the terms herein shall be in writing and executed by both parties.

This the \_\_\_\_ day of \_\_\_\_\_, 2021.

Rowan County, a body politic

Salisbury Newsmedia, LLC

BY:

BY:

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Its: Manager/Chairman

Its: \_\_\_\_\_



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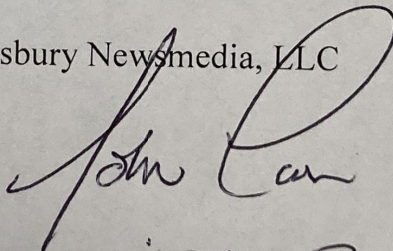
This the 23 day of December, 2021.

Rowan County, a body politic

BY:

Salisbury Newsmedia, LLC

BY:

  
President & Publisher