

## LIBRARY MATERIALS AND EQUIPMENT STORAGE RELEASE AND WAIVER FOR LIABILITY AND INDEMNITY AGREEMENT

The undersigned acknowledge that THE GRANITE CITY COMMUNITY UNIT SCHOOL DISTRICT #9 {GCSD9} is extending a special privilege in allowing THE SIX MILE REGIONAL LIBRARY DISTRICT {SMRLD} to store library materials and equipment and provide a workspace to conduct activities related to preservation and digitization on school district property. In consideration of the privilege to store the above-referenced items in the building located at 2450 Stratford Lane, Granite City, IL 62040-5227, the undersigned hereby acknowledges, agrees, and represents the following:

**RELEASE:** The Six Mile Regional Library District agrees to release, waive, discharge, and covenant not to sue GRANITE CITY COMMUNITY UNIT SCHOOL DISTRICT #9 for any loss, theft, damage, claim, or demands therefore on account of damage to its stored property whether caused by the negligence of the GRANITE CITY COMMUNITY UNIT SCHOOL DISTRICT #9.

**INDEMNIFICATION:** The SIX MILE REGIONAL LIBRARY DISTRICT agrees to indemnify and save and hold harmless the GRANITE CITY COMMUNITY UNIT SCHOOL DISTRICT #9 from any loss, liability, theft, damage, or cost that may occur due to the storing of the above-referenced property at the building located at 2450 Stratford Lane, Granite City, IL 62040-5227.

**ACCEPTANCE OF RISK:** The SIX MILE REGIONAL LIBRARY DISTRICT understands that the GRANITE CITY COMMUNITY UNIT SCHOOL DISTRICT #9 never intended, nor designed the above-mentioned property to be used as a storage facility and the SIX MILE REGIONAL LIBRARY DISTRICT acknowledges that GCSD9 does not guarantee the security of the property being stored. Therefore, SMRLD agrees to assume full responsibility for and risk of property damage to its stored property while at the GCSD9 property.

**WAIVER AND INDEMNITY AGREEMENT:** is intended to be as broad and inclusive as Illinois law allows and that, if any portion is held invalid, it is agreed that the balance shall continue in full force and effect.

**CONSIDERATION:** SMRLD's waiver and indemnity are the sole consideration tendered. There shall be no rent due nor security due from SMRLD at any time.

**TERM:** This Agreement is effective from the date of signing of both parties until further notice. Should GCSD9 wish to reclaim the area(s) used by SMRLD, a written notice will be provided to the SIX MILE REGIONAL LIBRARY DISTRICT no less than 30 days in advance to allow for the removal of library materials and equipment.

**REASONABLE WEAR AND TEAR EXPECTED:** GCSD9 acknowledges that reasonable wear and tear may occur on the property located at 2450 Stratford Lane, Granite City, IL 62040-5227, and

**X - F AGREEMENT WITH THE SIX MILE REGIONAL LIBRARY DISTRICT {SMRLD}**

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**TO:** BOARD OF EDUCATION

**FROM:** STEPHANIE M. CANN, ED.S., SUPERINTENDENT OF SCHOOLS

**RE:** **AGREEMENT WITH THE SIX MILE REGIONAL LIBRARY DISTRICT {SMRLD}**

**DATE:** OCTOBER 10, 2023

GCSD9 Administration requests Board approval to enter into an agreement with the Six Mile Regional Library District {SMRLD}.

This agreement will allow SMRLD to store library materials and equipment and provide a workspace to conduct activities related to preservation and digitization on school district property. In consideration of the privilege to store the above-referenced items in the building located at 2450 Stratford Lane, Granite City, IL 62040-5227, the undersigned hereby acknowledges, agrees, and represents the following agreement.

Approval is Recommended.

GCSD9 waives any claim against SMRLD for reasonable wear and tear on the property on which the above-referenced library property is stored.

SIX MILE REGIONAL  
LIBRARY DISTRICT  
2001 DELMAR AVENUE  
GRANITE CITY, ILLINOIS 62040-4534



Linda McDonnell, President  
SMRLD Board of Trustees



Adam Followell-Young, Secretary  
SMRLD, Board of Trustees



Tina Hubert  
SMRLD Executive Director

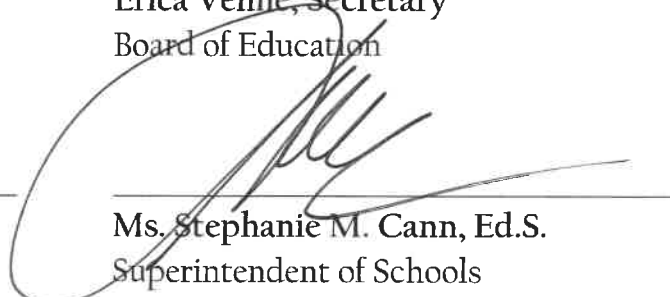
GRANITE CITY COMMUNITY UNIT  
SCHOOL DISTRICT #9  
3200 MARYVILLE ROAD  
GRANITE CITY, ILLINOIS 62040-5144



Tallin Curran, President  
Board of Education



Erica Venne, Secretary  
Board of Education



Ms. Stephanie M. Cann, Ed.S.  
Superintendent of Schools

DATE: 10/10/2023

DATE: 10-10-23