

## LICENSE AGREEMENT FOR LITTLE FREE LIBRARY

**Association:** Circle C Homeowners Association, Inc.

**Steward:** \_\_\_\_\_

**Library:** The structure shown on the plans and specifications attached as Exhibit A

**Location:** \_\_\_\_\_[street address], shown in more detail on the map attached as Exhibit B, which Location is common area owned and administered by the Association

1. **Grant of License.** Association grants a personal, revocable, and non-assignable license (the **License**) to Steward to construct, maintain, and operate the Library at the Location, which license is subject to the terms of this License Agreement (**Agreement**).

2. **Steward's Duties and Obligations.** Steward shall:

- pay all construction and maintenance costs of the Library (CCHOA will provide the stand and the installation of the stand);
- supply and restock the Library with books and related materials (**Materials**), and oversee distribution of the Materials;
- promptly remove Materials that are pornographic, profane, advocate violence against persons or property, or contain language, graphics, or any display that would be offensive to the ordinary person (collectively, **Inappropriate Materials**);
- monitor the Library no less than once each week to ensure that Inappropriate Materials are not being placed in the Library and that the Library is not in need of maintenance or repair
- promptly make repairs to the Library to ensure that it never becomes unsightly, unattractive, or potentially dangerous/hazardous;
- pay for any registration fee to the Little Free Library national organization;
- allow the Association, at its discretion, to place a small identification sign on the Library;

3. **Term and Termination.** The term of this License begins on the date of this Agreement and continues until terminated. Association may terminate the License at any time, with or without cause, on 30 days' written notice. If Steward wishes to discontinue serving in that capacity, he/she shall give the Association 30 days' written notice.

4. **Removal of Library on Termination.** No later than the termination date, Steward shall remove the Library and repair any damage to the Location caused by installation or removal of the Library. Association may, at its option, waive this requirement by giving written notice to Steward at least 15 days' in advance of the termination date. If no such waiver is given, and Steward fails to remove the Library from the Location by the termination date, Association may remove the Library and dispose of it and the Materials, without liability to Steward for compensation or damages.

5. **Prohibition on Assignment.** Steward shall not assign or transfer his/her obligations to another person. If Steward identifies a person who wishes to become Steward of the Library and Materials, Steward shall notify Association. Association shall have the discretion to decide whether it wishes to enter into a new License Agreement with the prospective Steward.

6. **No Property Rights.** This License does not create any property rights benefitting Steward in the Location or any claim of interest in the land that comprises the Location.

7. **No Association Liability.** This Agreement does it create any obligations on the Association with respect to operation of the Library. Steward’s operation of the Library is as an independent entity, and not as an agent or representative of the Association. Therefore, the Association assumes no responsibility or liability with respect to Steward’s operation of the Library.

8. **Contact Information.** The parties’ contact information is set forth below. Each party shall promptly notify the other of any change in the contact information.

9. **No Waiver.** Non-enforcement of any violation of this Agreement shall not be deemed a waiver of the provision or the right to take enforcement action with respect to subsequent violations.

10. **Attorney’s Fees.** If any party hires an attorney to enforce or adjudicate this Agreement, the prevailing party shall be entitled to recover its reasonable attorney’s fees.

11. **Timely Performance.** Time is of the essence with respect to all rights and obligations created by this Agreement.

12. **Modification.** This is the complete agreement of the parties with respect to the Library, and any modification of the Agreement must be in writing and accepted by both parties.

Dated: \_\_\_\_\_

**ASSOCIATION:**

**STEWARD:**

By: \_\_\_\_\_  
President, Circle C Homeowners  
Association, Inc.

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**CONTACT INFORMATION**

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