

THE PROPOSED CONTRACT BETWEEN THE FREE

PUBLIC AND THE BOARDMAN LIBRARIES.

Contract in Duplicate, between the Board of Library Trustees of the city of Maquoketa, Iowa, and the Boardman Library Institute (Incorporated) of Maquoketa, Iowa.

WHEREAS:-- The Board of Library Trustees of the city of Maquoketa is about to erect a Library Building in the said city, in accordance with the provisions of a donation for said purpose made by Andrew Carnegie, and

WHEREAS:-- The said Board of Library Trustees is desirous of furnishing the people of Maquoketa with a library as soon as practicable, and

WHEREAS:-- The Boardman Library Institute, a corporation duly created under the laws of the state of Iowa, owns a valuable miscellaneous library, and

WHEREAS:-- The funds of the said Boardman Library Institute are not sufficient to enable it to accomplish in the community all that its members desire:--

Now, therefore, this contract, made this \_\_\_ day of \_\_\_\_\_ A. D., 1903, between the said Board of Library Trustees, party of the first part, and the said Boardman Library Institute, party of the second part, witnesseth:--

That the said parties hereto in consideration of the mutual promises and engagements hereinafter contained, and in consideration of the sum of one dollar paid by each to the other, the receipt whereof is hereby acknowledged, do mutually covenant and agree together as follows, to-wit:--

ARTICLE 1.-- That upon the completion of a suitable library building to be erected by said first party in said city of Maquoketa, the said second party will remove thereto its entire library, furnishing therewith a complete inventory of all books and other library property of a permanent character so removed, and that said library shall remain in said building under the exclusive control and direction of first party during the continuance of this contract; and that during that time, all books, periodicals and other library property which may be acquired by the said second party shall be properly inventoried and shall remain and be kept in said library building for the use of the inhabitants of Maquoketa and others, under such terms and regulations as are hereinafter mentioned, or are hereafter determined upon by said first party.

ARTICLE 2.-- That the library of the said Boardman Library Institute (~~second party~~) shall be free to the inhabitants (citizens) of the city of Maquoketa, always subject, however, to such rules and regulations as shall hereafter be adopted for its effective administration and preservation by said first party.

ARTICLE 3.-- That upon the completion of said library building, the said first party will at all times during the continuance of this contract, provide and furnish therein for the said second party, sufficient room or rooms well lighted and heated, and furnished

with shelves and other appurtenances for the ample and convenient arrangement and use of the aforesaid library of said second party; and that the said first party will also provide and furnish for the use of said second party, a suitable room in said building for the purpose of holding the meetings of the share-holders and directors of the said Boardman Library Institute and of its officers; and that the above mentioned room or rooms and all of the privileges of said building herein granted to said second party, shall be provided by said first party without any charges for rent and use thereof; and that the said second party shall at no time be put to any charge or expense for the furnishing, lighting, heating, ventilation, or repairs of said library building, nor any part thereof.

ARTICLE 4.--

Sec. 1.-- That the party of the second part herein shall retain its title to all the books and other library property of a permanent character, which may be placed by said second party in said library building by virtue of this contract.

Sec. 3.- That the books of the said Boardman Library Institute (~~the second party~~) above mentioned in this contract shall be plainly and distinctly marked in such manner as to distinguish them from all other books kept in said library, and the same shall be kept in good repair and rebound by said second party when deemed necessary by said first party. If at any time the said first party shall decide that a book is unworthy of repair or rebinding or for any reason valueless, the same shall be returned to the said Boardman Library Institute (~~second party~~), and its name stricken from the inventory hereinbefore mentioned. All books or other library property which are to be replaced shall be included in the "Want List", and shall be purchased in the same manner as new books or new property as hereinafter provided.

ARTICLE 5.-- That the party of the first part will bear all the expense of carrying out this contract, and will pay any expense made hereafter in marking and cataloguing the library of second party and its accretions, the salary of the librarian and any assistants that may be chosen for said joint library, and any other expenses hereafter necessary to be incurred under this contract in the care, maintenance, and preservation of said joint library, except as otherwise herein specially provided.

ARTICLE 6.--

Sec. 1.- That the reading matter of the joint library of the parties hereto, when ready to be thrown open to the free use of the citizens of Maquoketa and thereafter during the life of this contract, shall be maintained under the following departments, each department to be kept separate from any other, to-wit:--

- 0.-- General Works.
- 1.-- Philosophy.
- 2.-- Religion.
- 3.-- Sociology.
- 4.-- Philosophy.
- 5.-- Natural Science.
- 6.-- Useful Arts.
- 7.-- Fine Arts.
- 8.-- Literature.
- 9.-- History.

These being the general classifications according to the "Dewey

Decimal System" of cataloguing libraries.

Sec. 2.---That the reading matter of the joint library of the parties hereto shall be maintained and classified according to the "Dewey Decimal System", each department to be kept separate from any other.

Sec. 3.--- That the books of the library of said second party and its future accretions thereto, shall remain and constitute that portion of said joint library belonging to and remaining the property of said second party, which shall during the life of this contract, devote its revenues to repairing and rebinding its own books, and in purchasing new books as is hereinafter set forth.

Sec. 4.--- All books to be purchased shall be selected by a book committee to be composed of seven members, three of whom are to be appointed by first party, and three by second party, and the seventh member who is also to be the chairman of the said book committee, shall be the president of the Maquoketa Free Public Library Board. Any five members of the committee shall constitute a quorum to act at regularly called meetings.

ARTICLE 7.--- The selection and purchase of books for the joint library shall, except as hereinafter stated, be made as follows:-- During the first year, the second party shall purchase books in the classes 0, 1, 2, and 3 above named as hereinbefore classified, and the first party, those in the remaining six classes. During the second year, the second party shall purchase books in the classes 4, 5, 6 and 7, and the first party those in the remaining six classes. The third year, the second party shall purchase books in the classes 8, 9, 0 and I, and the first party those in the remaining six classes; and this proportion and rotation of classes shall continue during the life of this contract, except that, if any year the available funds of either party are insufficient to purchase all the books needed in the classes for which they are responsible, or if either party after purchasing a sufficient number of books for their classes, shall still have a surplus, then the book committee may at its option alter this apportionment in such manner as may best conform to the available funds of either party, such alteration to be in force during the one year only.

ARTICLE 8.--- All moneys received by the librarian for the sale of reading cards, fines, rents of books and penalties, as well as all money or other property received by gift or otherwise by said Maquoketa Free Public Library, shall become the property of said first party.

ARTICLE 9.--- At the end of this contract, unless the same shall be renewed or extended, all library property of the second party included in this contract or hereafter acquired by it, that shall be in the said library building of the first party or under its control, and shall be deemed of value by the then directors of the second party, may be removed by the second party and shall be restored to its exclusive control.

ARTICLE 10.---That this contract shall take effect and be in force when it shall have been ratified and adopted by the said Board of Library Trustees of the city of Maquoketa, and by the said Boardman Library Institute, and shall continue and be in force for a period

of twenty five years from the date of its ratification, and may be extended for a like period by mutual agreement between the parties hereto.

Ratified and adopted by the Board of Library Trustees of the city of Maquoketa, Iowa, at a meeting of said Board, held the \_\_\_\_ day of \_\_\_\_\_ A. D. 1903.

\_\_\_\_\_  
Pres. of Board of Library Trustees.

\_\_\_\_\_  
Sec. of Board of Library Trustees.

Ratified and adopted by the Boardman Library Institute of Maquoketa, Iowa, by authority of its stock-holders, this \_\_\_\_ day of \_\_\_\_\_ A. D., 1903.

\_\_\_\_\_  
Pres. of its Board of Directors.

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Sec. of its Board of Directors.