

AGREEMENT

This Agreement is made as of this ____ day of _____, _____, by and between the following parties:

Mountain Counties Heritage (hereinafter "MCH") of Farmington, Maine; and

_____ (hereinafter the "Exhibitor") of _____

Recitals

WHEREAS:

A. MCH is the owner of an exhibit that consists of a computer and monitor, counter, back-drop and take-away materials, which portrays the history and culture of the upper Kennebec River valley and the western mountains of Maine (hereinafter the "Exhibit");

B. MCH desires that other non-profit organizations use and display the Exhibit for educational purposes; and

C. The Exhibitor is a non-profit organization that desires to use and display the Exhibit for educational purposes;

NOW, THEREFORE, the parties agree that the Exhibitor may use and display the Exhibit on the following:

Terms and Conditions

Article 1. Exhibitor shall pay a deposit in the amount of one hundred dollars (\$100) when Exhibitor picks up the Exhibit for transport to the display site. MCH shall refund the deposit upon return of the Exhibit, provided that the Exhibit is returned at the time and place agreed to below, and that an inspection by MCH reveals that the Exhibit is in the same condition as it was when it was first picked up by the Exhibitor. Any damage to the Exhibit shall result in forfeit of the deposit.

Article 2. The Exhibitor shall pick up the Exhibit on _____, _____. Exhibitor shall return the Exhibit on _____, _____, to the office of MCH on Church Street, Farmington, Maine.

Article 3. Exhibitor agrees and covenants as follows:

a. Exhibitor is a non-profit organization, which shall not obtain any income from the use or display of the Exhibit;

b. Exhibitor shall use and display the Exhibit for educational purposes only;

c. Exhibitor shall use and display the Exhibit exclusively at the following location, unless permission to change location is given by MCH: _____; and

d. Exhibitor shall present all the components of the Exhibit (e.g computer and monitor, counter, back-drop and take-away materials) for display as directed by MCH, and shall not permit use of the computer and monitor except as intended by MCH as part of the Exhibit.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Mountain Counties Heritage (MCH)

Exhibitor

by its authorized agent

by its authorized agent