

EXHIBIT HOSTING AGREEMENT

Between the Middleburgh Historical Society

and the Village of Middleburgh

Middleburgh, New York

Effective Date:

RECITALS

Whereas, the Village of Middleburgh (the "**Village**") is a municipal corporation duly organized and existing under the laws of the State of New York, and is the owner of certain public real property located within the Village, acting through its duly constituted Board of Trustees; and

Whereas, the Middleburgh Historical Society ("**MHS**" or the "**Society**") is a not-for-profit historical organization incorporated under the laws of the State of New York, dedicated to the preservation, education, and promotion of local and regional history, and desires to install a historical exhibit on certain Village-owned property for the benefit of the general public; and

Whereas, the Village finds that the installation of a public historical exhibit upon Village-owned property serves a legitimate public purpose and is consistent with the Village's interest in promoting community education, cultural heritage, and civic engagement, and accordingly both parties find mutual benefit in this cooperative undertaking; and

Whereas, the parties desire to memorialize in writing the terms, conditions, rights, and responsibilities governing MHS's installation, maintenance, and operation of a historical exhibit on the designated Village-owned premises, in a manner that protects the interests of both parties and the public.

Now, Therefore, in consideration of the mutual covenants, promises, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 – PURPOSE AND SCOPE OF AGREEMENT

1.1 Purpose. The purpose of this Exhibit Hosting Agreement (this "**Agreement**") is to authorize the Middleburgh Historical Society to install, maintain, and operate a historical exhibit (the "**Exhibit**") on certain property owned by the Village of Middleburgh (the "**Premises**"), for the purpose of public education, historical interpretation, and community benefit.

1.2 Designated Premises. The Premises upon which the Exhibit shall be installed is described as follows:

The structure (commonly known as the "railroad depot") currently standing and located at:

M&S Railroad Depot
144 Wells Avenue
Middleburgh, New York (the "**Premises**").

A more complete legal description of the Premises and approved exhibit scope is set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

1.3 Nature of Exhibit. The Exhibit shall at all times relate, directly or indirectly, to the Village of Middleburgh, the Town of Middleburgh (including the time period before their incorporation) and/or the surrounding area. The Exhibit may include interpretive panels, display cases, signage, historical artifacts, informational installations, events, and other historically oriented components as mutually agreed upon in writing by both parties. The specific scope, design, and components of the Exhibit, as MHS may from time to time alter the Exhibit, shall be described in **Exhibit A**, as such shall be amended from time to time, and shall be subject to the prior written approval of the Village in accordance with Article 3 of this Agreement.

1.4 License Only; No Property Interest Conveyed. This Agreement constitutes a revocable, non-exclusive license to use the Premises for the limited purposes set forth herein. Nothing in this Agreement shall be construed to convey, transfer, or otherwise create any property right, ownership interest, easement, leasehold estate, or other real property interest in the Premises in favor of MHS. MHS acknowledges and agrees that it acquires no interest in or to the Premises beyond the limited revocable license expressly granted herein.

ARTICLE 2 – TERM OF AGREEMENT

2.1 Initial Term. This Agreement shall be effective as of the Effective Date set forth above and shall continue for an initial term of one (1) year (the "**Initial Term**"), unless sooner terminated in accordance with the provisions of this Agreement.

2.2 Automatic Renewal. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each, a "**Renewal Term**"), unless either party provides the other with written notice of its intent not to renew at least sixty (60) calendar days prior to the expiration of the then-current term. Such notice shall be delivered in accordance with Article 12 of this Agreement.

2.3 [Reserved.]

2.4 Termination for Material Breach. In addition, either party may terminate this Agreement immediately upon written notice if the other party commits a material breach of any term of this Agreement and fails to cure such breach within ten (10) calendar days after receiving written notice specifying the nature of the breach in reasonable detail. If the breach is of a nature that cannot reasonably be cured within ten (10) days, the breaching party shall have commenced and be diligently pursuing a cure within such period, failing which the other party may immediately terminate this Agreement. Either party may also terminate this Agreement immediately upon written notice whenever any material representation made by the other party proves to be false.

2.5 Effect of Termination. Upon expiration or termination of this Agreement for any reason, MHS shall remove the Exhibit from the Premises in accordance with the provisions of Article 5 and Article 8 of this Agreement, and the license granted herein shall immediately cease and terminate.

ARTICLE 3 – RESPONSIBILITIES OF THE MIDDLEBURGH HISTORICAL SOCIETY

3.1 Design, Fabrication, and Installation. MHS shall be solely responsible for the design, fabrication, and installation of all Exhibit components, at MHS's sole cost and expense, subject to the Village's written approval as provided herein.

3.2 Village Approval of Design and Content. Prior to commencing any installation activities, including any Significant Alteration (as such term is defined below), MHS shall (1) complete and submit to the Village Exhibit A hereto, and (2) submit complete Exhibit design plans and specifications to the Village's designated liaison for review and written approval. MHS shall allow the Village a minimum of thirty (30) calendar days to review and respond to such submission. For the purposes of this Agreement, "Significant Alteration" shall mean any alteration that significantly changes the appearance, construction, components, theme or information of the then-current Exhibit. The Village's approval shall not be unreasonably withheld, conditioned, or delayed. MHS shall not proceed with installation or any Significant Alteration without the Village's written approval, which may be given or withheld in the Village's sole discretion.

3.3 Maintenance and Condition. Throughout the term of this Agreement, MHS shall maintain the Exhibit and all of its components in good repair, in a clean and presentable condition, and free from any hazard to public safety. MHS shall promptly address any deterioration, damage, or disrepair in the Exhibit.

3.4 Content Standards. MHS shall ensure that all content displayed as part of the Exhibit:

(a) Is historically accurate and consistent with accepted standards of historical scholarship;

(b) Is appropriate for viewing by the general public, including minors;

(c) Does not contain any offensive, discriminatory, defamatory, or politically partisan content; and

(d) Complies with all applicable laws, including but not limited to laws governing defamation, intellectual property, and civil rights.

3.5 Permits and Approvals. MHS shall be responsible for obtaining, at its sole expense, any and all permits, licenses, inspections, and governmental approvals required by applicable law or Village ordinance prior to commencing installation of the Exhibit, including but not limited to any required building permits or public works approvals.

3.6 Designated Liaison. MHS shall designate a primary contact person to serve as its liaison for all communications with the Village regarding this Agreement and the Exhibit. MHS shall notify the Village in writing of the name and contact information of such liaison, and of any change in the designated liaison, within five (5) business days of such change.

3.7 Periodic Inspections. MHS shall conduct periodic inspections of the Exhibit not less than once per calendar quarter. MHS shall report any damage, vandalism, or safety concern affecting the Exhibit or the surrounding area to the Village's designated liaison within forty-eight (48) hours of discovery of any such condition.

3.8 Removal Upon Termination. Upon expiration or termination of this Agreement, MHS shall promptly remove all Exhibit components from the Premises in accordance with Article 5 and Article 8 of this Agreement.

3.9 Compliance with Law. MHS, and all persons acting on its behalf, shall comply with all applicable federal, state, and local laws, ordinances, codes, rules, and regulations in connection with its activities under this Agreement. MHS

ARTICLE 4 - RESPONSIBILITIES OF THE VILLAGE OF MIDDLEBURGH

- 4.1 Grant of License.** Subject to the terms and conditions of this Agreement, the Village hereby grants to MHS a revocable, non-exclusive license to use the designated Premises for the installation, display, maintenance, and ultimate removal of the Exhibit during the term of this Agreement. MHS accepts the condition of the Premises “as is” as of the date of this Agreement, including the condition of the electric and water infrastructure of the Premises.
- 4.2 Access.** The Village shall provide MHS with 3 keys to provide access to the Premises during normal business hours, and at such other times as may be mutually agreed upon, for the purposes of installation, routine maintenance, inspection, repair, and removal of the Exhibit. MHS will provide the village with a list of who is in possession of the provided keys
- 4.3 Grounds and Building Maintenance; Utilities.** The Village shall maintain the surrounding public grounds and Premises in a condition consistent with its normal and customary grounds maintenance standards applicable to comparable Village-owned public spaces. This includes but is not limited to mowing and weed whacking. The Village shall also supply and pay for the following utilities to the extent MHS reasonably requires them at the Premises for the construction and maintenance of the Exhibit and its display to the public: electricity, water, sewer and one portable toilet.
- 4.4 Notification of Damage or Hazard.** The Village shall notify MHS's designated liaison promptly, and in no event later than five (5) business days, of any damage, vandalism, or condition affecting or likely to affect the Exhibit or MHS's use of the Premises that comes to the Village's attention.
- 4.5 Cooperation with Permits.** The Village shall reasonably cooperate with MHS in connection with MHS's efforts to obtain any municipal permits, approvals, or authorizations required for the installation and maintenance of the Exhibit.
- 4.6 Designated Liaison.** The Village shall designate a contact person to serve as its liaison for all communications with MHS regarding this Agreement and the Exhibit. The Village shall notify MHS in writing of the name and contact information of such liaison, and of any change, within five (5) business days of such change.

4.7 Non-Interference. The Village shall not unreasonably obstruct, alter, damage, remove, or otherwise interfere with the Exhibit during the term of this Agreement without providing prior written notice to MHS, except in the case of an emergency posing an immediate risk to public safety, in which case the Village shall notify MHS as soon as reasonably practicable thereafter.

ARTICLE 5 - EXHIBIT INSTALLATION AND REMOVAL

5.1 Conditions Precedent to Installation. MHS shall not commence installation of the Exhibit or any Significant Alteration unless and until each of the following conditions has been satisfied:

- (a) The Village has provided its written approval of the Exhibit design, plans, and specifications as required by Section 3.2;
- (b) MHS has obtained all permits, licenses, and governmental approvals required by applicable law; and
- (c) MHS has provided the Village with evidence of insurance coverage meeting the requirements of Article 6 of this Agreement.

5.2 Installation Schedule. The schedule for installation of the Exhibit shall be mutually agreed upon by the parties in writing at least fifteen (15) calendar days prior to the commencement of installation activities.

5.3 Quality of Work. All installation work shall be performed by qualified contractors or personnel in a workmanlike and professional manner, using suitable materials, and in full compliance with all applicable codes, standards, and the Village's reasonable requirements. MHS shall ensure that all contractors working on the Premises are properly licensed and insured as required by New York State law.

5.4 No Permanent Alterations. MHS shall not make any permanent alteration to, or permanent attachment upon, any Village-owned property or structure without the

prior separate written authorization of the Village's Board of Trustees. Any such authorization shall specify the nature and scope of the permitted alteration.

5.5 Removal Upon Termination. Upon expiration or termination of this Agreement, MHS shall remove all Exhibit components, materials, and equipment from the Premises within thirty (30) calendar days of the effective date of such expiration or termination (the "**Removal Deadline**"), and shall restore the Premises to its pre-installation, broom-swept condition, reasonable wear and tear excepted.

5.6 Village's Right of Removal. If MHS fails to complete removal of the Exhibit by the Removal Deadline, the Village shall have the right, but not the obligation, to remove or cause to be removed any remaining Exhibit components from the Premises at MHS's sole cost and expense. MHS shall reimburse the Village for all reasonable costs incurred in connection with such removal within thirty (30) days of receipt of an invoice therefor. The Village shall not be liable for any damage to Exhibit components resulting from removal undertaken pursuant to this Section.

ARTICLE 6 - INSURANCE AND LIABILITY

6.1 Village Not Responsible for Exhibit Property. MHS assumes full and sole responsibility for the Exhibit and all property of MHS placed upon the Premises. The Village shall not be responsible for, and MHS expressly releases the Village from any claim for, any loss, theft, damage, vandalism, or destruction of Exhibit components or other MHS property on the Premises, except to the extent directly caused by the Village's own negligence or willful misconduct.

ARTICLE 7 - INDEMNIFICATION

7.1 Indemnification by MHS. To the fullest extent permitted by applicable law, MHS shall indemnify, defend (with counsel reasonably acceptable to the Village), and hold harmless the Village of Middleburgh and its officers, trustees, employees, and agents

(collectively, the "**Village Indemnitees**") from and against any and all claims, demands, actions, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or in connection with:

- (a) The installation, maintenance, operation, display, content or removal of the Exhibit by MHS or its contractors, agents, members, or invitees;
- (b) Any act or omission of MHS, its members, officers, directors, contractors, agents, employees, or invitees in connection with this Agreement or the Premises; or
- (c) Any breach by MHS of any representation, warranty, covenant, or obligation under this Agreement;

except, in each case, to the extent that such claims, damages, or losses are caused by or result solely from the negligence or willful misconduct of the Village or any Village Indemnitee.

7.2 Indemnification by the Village. The Village shall indemnify, defend, and hold harmless MHS and its officers, directors, members, employees, and agents from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) to the extent arising out of or caused solely by the Village's own negligence or willful misconduct directly related to the Premises.

7.3 Survival. The indemnification obligations of each party under this Article 7 shall survive the expiration or termination of this Agreement.

ARTICLE 8 - PROPERTY CARE AND MAINTENANCE

8.1 Cleanliness and Safety. MHS shall keep the Exhibit and its immediate surrounding area free from litter, debris, and conditions that could constitute a hazard to public safety. MHS shall take prompt remedial action to address any unsafe condition involving the Exhibit or its components.

8.2 Repair of Damage to Village Property. MHS shall promptly repair, at its sole cost and expense, any damage to Village property (including the Premises) caused directly by

MHS, its invitees, the Exhibit, its components, or the installation, maintenance, or removal thereof by MHS or its contractors, agents or invitees.

8.3 Village's Right of Inspection. The Village retains the right, exercisable at any time during normal business hours and without prior notice, to inspect the Exhibit and the surrounding area on the Premises to verify compliance with this Agreement, including Section 3.4 ("Content Standards") and Exhibit A hereto, and to assess the condition and safety of the Exhibit.

8.4 Corrective Action for Safety Hazards. If the Village, in its reasonable determination, identifies that any component of the Exhibit poses a risk to public safety, the Village may provide written notice to MHS requiring corrective action. MHS shall take such corrective action within seventy-two (72) hours of receipt of such notice. If MHS fails to take adequate corrective action within the specified period, the Village may take such action as is reasonably necessary to remedy the safety hazard, and MHS shall reimburse the Village for all reasonable costs incurred in so doing within thirty (30) days of receipt of an itemized invoice.

ARTICLE 9 – COMPLIANCE WITH MUNICIPAL RULES AND REGULATIONS

9.1 General Compliance. MHS and all persons acting on its behalf in connection with this Agreement shall comply with all applicable federal, state, and local laws, ordinances, codes, rules, and regulations in effect from time to time, including but not limited to:

(a) Village of Middleburgh zoning regulations and land use requirements;

(b) Applicable New York State and local building codes and construction standards;

(c) Village noise ordinances and regulations governing use of public spaces;

(d) Public health and safety requirements; and

€ Any other applicable requirements of the Village of Middleburgh, Schoharie County, or the State of New York.

9.2 Permits and Licenses. MHS shall obtain any and all permits, licenses, certificates of approval, or other governmental authorizations required by applicable law or Village ordinance in connection with the installation, maintenance, and operation of the Exhibit, including but not limited to any applicable building permits or public property use permits. Copies of all permits so obtained shall be provided to the Village upon request.

9.3 No Exemption. Nothing in this Agreement shall be construed to exempt MHS or the Exhibit from any applicable legal or regulatory requirement, or to constitute the Village's approval of any activity that would otherwise require separate governmental authorization.

ARTICLE 10 – INTELLECTUAL PROPERTY AND PUBLIC CREDIT

10.1 Ownership of Exhibit Content. MHS retains sole and exclusive ownership of all intellectual property rights in and to the Exhibit content, including without limitation all text, images, designs, historical materials, and interpretive narratives prepared or compiled by MHS. Nothing in this Agreement shall be construed to transfer any intellectual property rights from MHS to the Village.

10.2 Village's Limited Use Right. The Village may photograph, film, or otherwise document the Exhibit for use in Village communications, municipal publications, social media, and other promotional or informational purposes. The Village shall include appropriate attribution to the Middleburgh Historical Society in any such public use of Exhibit imagery or content.

10.3 Mutual Acknowledgment. Both parties agree to acknowledge each other's participation and contribution in any public announcements, press releases, or promotional communications related to the Exhibit. Neither party shall make public statements regarding the other party in connection with this Agreement that are inaccurate or that have not been reasonably approved by the other party.

ARTICLE 11 – AMENDMENT AND MODIFICATION

11.1 Written Amendment Required. This Agreement may be amended, modified, or supplemented only by a written instrument duly executed by authorized representatives of both parties. No oral agreement, course of dealing, or prior practice shall be deemed to constitute an amendment or modification of this Agreement.

11.2 Village's Authorized Representative. For purposes of executing any amendment to this Agreement, the Village's duly authorized representative shall be the Village Mayor, or such other designee as may be expressly authorized by resolution of the Village Board of Trustees.

11.3 'HS's Authorized Representative. For purposes of executing any amendment to this Agreement, 'HS's duly authorized representative shall be the President of the Middleburgh Historical Society, or such other designee as may be expressly authorized by resolution of the MHS Board of Directors.

ARTICLE 12 - NOTICES

12.1 Form of Notice. All notices, requests, demands, consents, approvals, and other communications required or permitted under this Agreement shall be in writing and shall be deemed duly given when delivered by one of the following methods:

- (a) Certified mail, return receipt requested, postage prepaid;
- (b) Overnight courier service with tracking and delivery confirmation; or
- (c) Hand delivery with a signed written acknowledgment of receipt.

12.2 Notice Addresses. Notices shall be addressed to the parties as follows:

To the Village of Middleburgh:

Attention:
Village of Middleburgh

Middleburgh, New York

To the Middleburgh Historical Society:

Attention:

Middleburgh Historical Society

Middleburgh, New York

Either party may change its notice address by providing written notice to the other party in the manner set forth in this Article.

ARTICLE 13 – GOVERNING LAW AND DISPUTE RESOLUTION

13.1 Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New York, without regard to its conflict of law principles.

13.2 Good-Faith Negotiation. In the event of any dispute, controversy, or claim arising out of or relating to this Agreement or the breach, termination, or validity thereof, the parties agree to first attempt to resolve such dispute through good-faith negotiation between authorized representatives of each party. Either party may initiate such negotiation by delivering written notice to the other party describing the dispute in reasonable detail.

13.3 Venue. If the parties are unable to resolve a dispute through good-faith negotiation within thirty (30) days of the initiation of such process (or such longer period as the parties may mutually agree in writing), either party may pursue available legal remedies. Any litigation arising out of or relating to this Agreement shall be brought exclusively in the appropriate court of competent jurisdiction in Schoharie County, New

York, and each party hereby irrevocably consents to the personal jurisdiction and venue of such courts.

ARTICLE 14 – GENERAL PROVISIONS

- 14.1 Entire Agreement.** This Agreement, together with Exhibit A attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, understandings, and agreements, whether oral or written, between the parties relating to such subject matter.
- 14.2 Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable under applicable law, such provision shall be modified to the minimum extent necessary to make it enforceable, or severed from this Agreement if modification is not possible, and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties.
- 14.3 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed valid for purposes of execution of this Agreement.
- 14.4 No Waiver.** No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof. No waiver of any breach or default of any provision of this Agreement shall be deemed a waiver of any subsequent breach or default, or a continuing waiver of such provision.
- 14.5 No Assignment.** MHS shall not assign, transfer, or delegate this Agreement or any of its rights, duties, or obligations hereunder without the prior written consent of the Village, which consent may be withheld in the Village's reasonable discretion. Any purported assignment made without such consent shall be null and void. The Village

may assign this Agreement in connection with a transfer of the Premises or a reorganization of Village governance.

14.6 Independent Parties. The parties to this Agreement are independent parties. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, or fiduciary relationship between the parties.

14.7 Headings. Article and section headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

14.8 Authority. Each party represents and warrants that it has full legal authority to enter into this Agreement, that this Agreement has been duly authorized by all necessary action of each party (including, in the case of the Village, authorization by the Board of Trustees), and that the person executing this Agreement on behalf of each party is duly authorized to do so.

IN WITNESS WHEREOF,

the parties hereto have executed this Exhibit Hosting Agreement as of the Effective Date first written above.

<p>Village of Middleburgh By (Authorized Signature) Printed Name Title Date Village Seal / Attestation <i>Attest:</i> Village Clerk Date</p>	<p>Middleburgh Historical Society By (Authorized Signature) Printed Name Title Date <i>Attest:</i> Secretary, Middleburgh Historical Society Date</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

EXHIBIT A

DESCRIPTION OF PREMISES AND APPROVED EXHIBIT ELEMENTS

This Exhibit A is incorporated into and made a part of the Exhibit Hosting Agreement between the Village of Middleburgh and the Middleburgh Historical Society. All fields below shall be completed by the parties and executed as part of the Agreement prior to commencement of any installation activities and each Significant Alteration. Both parties must initial each page of this Exhibit A.

PART I – DESCRIPTION OF PREMISES

Property Address:

Tax Map Parcel Number (if applicable):

Specific Area Designated for Exhibit Use: The entire interior of the Premises as defined in Section 1.2.

Site Map or Diagram (attach as separate page if applicable):

Attached Not applicable

PART II – APPROVED EXHIBIT SCOPE AND DESCRIPTION

Name / Title of Exhibit:

General Description of Exhibit (subject matter of each display, historical period(s), theme(s)):

Exhibit Components (check all that apply):

Interpretive Panels Display Cases Signage Historical Artifacts Informational Kiosks Other:

Approximate Dimensions / Footprint of Exhibit Installation/Significant Aleteration:

Estimated Installation Date:

Estimated Completion Date:

Special Conditions or Restrictions Agreed Upon by the Parties:**PART III - PARTY INITIALS / CONFIRMATION**

Village of Middleburgh Initials:	Date:	Middleburgh Historical Society Initials:	Date:
-----------------------------------------	--------------	-------------------------------------------------	--------------

This Exhibit A is incorporated by reference into the Exhibit Hosting Agreement and is subject to all terms and conditions thereof.
