

**REAL PROPERTY LEASE AGREEMENT**  
**Coffee Shop at the Bozeman Public Library**

This LEASE AGREEMENT ("Lease") was entered into as of April \_\_\_\_\_, 2012 between the Bozeman Library Board of Trustees (referred to herein as the "Lessor") and Jason Cargill ("Lessee"). Lessee is in the coffee shop business, and operates a sole proprietorship known as Lindley Perk, and desires to lease space from Lessor. The Library Director is authorized to act on behalf of the Lessor in all matters related to this Lease.

**1. LEASE AND DESCRIPTION OF PREMISES; USE AS A COFFEE SHOP.**

- a. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor an area on the main floor of the Bozeman Public Library (the "Library") located at 626 East Main Street, Bozeman, Montana in the approximate size of 500 square feet (the "Premises"), under the terms and conditions set forth in this Lease. It is understood and acknowledged by Lessee that the Premises is a portion of a building the remainder of which is occupied by the Lessor or its tenants, invitees, or licensees.
- b. Lessee may use and occupy the Premises for the purpose of operating a coffee shop and activities incidental thereto, and not otherwise. Lessor hereby understands that Lessee's operation shall include the sale of pastries, baked goods, and similar coffee shop fare and a line of non-alcoholic beverages (coffees, teas, and flavored drinks) typical of coffee shops. Lessee shall not use or knowingly permit any part of the Premises to be used for any unlawful purposes, and shall comply with all of the laws applicable to it and its operations. Lessor shall possess the discretion, but not the obligation, to determine the appropriateness of Lessee's inventory, products and merchandise and therefore restrict the same on the Premises; provided however, such restrictions shall not be unreasonably applied.
- c. Upon expiration or termination of this Lease and upon related eviction or move out of Lessee, all leasehold improvements shall become property of the Lessor and remain on the Premises (except the non-fixtured items as mentioned in subparagraph 6.c, below).

- 2. TERM.** The term of this Lease shall be for a period of three (3) years, commencing on the \_\_\_\_ day of April, 2012, and terminating the \_\_\_\_ day of \_\_\_\_\_, 2015 unless sooner terminated as set forth in this Lease.

**3. RENT AND SALE OF MERCHANDISE; ACCOUNTING; LATE FEES; AND SERVICE CHARGE.**

- a. Lessee shall pay a monthly rent of \$800 (Eight Hundred Dollars) for the term of this Lease, payable in advance due on the 1st day of each month for that upcoming month's rental. Payments shall be made payable to the Friends of the Bozeman Public Library by depositing such payment in the Friends mail box located in lobby of the Library, unless Lessor otherwise notifies Lessee in writing. Lessee also agrees to pay a \$2,400.00 security deposit.
- b. As partial consideration for the monthly rental fee to Lessor, Lessee hereby agrees to allow the Friends of the Bozeman Public Library (the "Friends") to occupy for no charge a total of approximately eighteen (18) lineal feet of wall space in the form of shelving or cabinets seven (7) feet high by fourteen (14) inches deep along the north, east and west walls of the Premises. Said

shelving or cabinets shall be and always remain the property of the Lessor and the Friends shall purchase, supply and designate the merchandise displayed and sold on said shelves or cabinets in the Friends sole and absolute discretion.

- c. As partial consideration for the monthly rental fee to Lessor, Lessee agrees to sell Friend's merchandise and separately itemize such sales on Lessee's books. Lessee agrees to provide Friends of the Bozeman Public Library with monthly statements of financial activity and merchandise sold. Lessee also agrees to allow Lessor and Friends of the Bozeman Public Library access to its bookkeeping records regarding merchandise sales during reasonable business hours to investigate the same. Amounts collected for merchandise sales are due monthly, payable within 10 days of the end of each month for the prior month's sales. Payments for merchandise sales shall be made to the Friends by depositing such in the Friends' mailbox.
- d. If rent or merchandise sale payments are four or more days late there shall be a service charge of ten dollars plus a late fee equal to (5%) of the amount due. In addition, interest per month shall accrue on the unpaid balance (including service charges and late fees) at ten percent (10%) per annum. Payment for service charge and interest on rent shall be made to Lessor. Payment for service charges and interest on past due merchandise sales payments shall be made to Friends.

#### **4. PARKING.**

- a. Lessee shall have the nonexclusive use, in common with the public and other Lessees of the Library, to the parking areas for the Library. Lessee hereby agrees to have its staff park in appropriately designated Library staff parking, which shall be in an area least used by the general public.
- b. In any event, the use of the parking facilities shall at all times be subject to reasonable rules and regulations that the Lessor may promulgate, when, in the Lessor's opinion it is necessary. Lessee further recognizes that the Lessor makes no guaranty of any specific number of parking spaces. Lessor shall have no obligation to police or enforce parking usage by Lessees, or invitees, or the agents, servants, or employees of Lessee. In the event that Lessor finds that the use of the parking facilities by Lessee or employees of Lessee interferes with its use by other Lessees, the public, or invitees, Lessee and Lessee's employees shall refrain from using the parking facilities, this right reserved unto Lessor.

#### **5. CONDITION OF PREMISES; RESTRICTIONS ON USE.**

- a. Lessee is familiar with the Premises and that the taking of possession of the Premises shall be conclusive evidence that the leased Premises were at the time of the taking of possession in good, clean, sanitary condition, and is in all respects satisfactory and acceptable to the Lessee, and is in the condition in which it was represented to the Lessee to be or agreed to be put into by the Lessor, and the Lessee hereby releases the Lessor from any and all claims arising from any defects in the condition of the Premises, the streets, alleys, areas, area ways, passages or sidewalks adjoining or appurtenant Lessee thereto.
- b. Lessee will not use or permit anything to be used or done upon the Premises that might be dangerous to life or limb and that the Lessee will not in any manner deface or injure the Premises or do anything that will increase the rate of insurance thereon, or permit anything to be done upon the Premises, or in the passageways, alleys, area ways, sidewalks, or streets adjacent thereto, which will amount to or create a nuisance, or interfere with the other occupants of the Premises.

## **6. ALTERATIONS AND MODIFICATION; REPAIRS; FIXTURES.**

### **a. Alterations and Modification.**

- i. Lessor shall not have any obligation to make any alterations or improvements of any kind in or about the Premises. Lessee shall repair or replace promptly all damages to the Premises due to the acts of the Lessee, its agents, or its invitees.
- ii. Lessee will make no alterations in or additions to the Premises without first obtaining the Lessor's written consent and the Lessee will not erect or permit to be erected upon the Premises any signs without the written consent of the Lessor.
- iii. With respect to all alterations or improvements to the Premises which the Lessee undertakes at its own expense as contemplated herein and with the written consent of the Lessor for subsequent improvements, the Lessee shall in each instance indemnify and save said Lessor forever harmless and free from all damages, loss and liability of every kind and character which may be claimed, asserted or charged, including liability to adjacent owners and Lessees, based upon the acts of negligence of the Lessee or its agents, contractors, or employees for any negligence or for the failure of any of them to observe and to comply with the legal requirements of the City of Bozeman, and that the Lessee will preserve and hold the Lessor and the said Premises forever free, clear and harmless from liens for labor and materials furnished.

### **b. Cost of Repairs.** Except as set forth herein to the contrary, Lessee shall be responsible for the cost of repairs and maintenance of all leasehold improvements and all fixtures and equipment described in Section 6.c, below, including all shelves, tables, and chairs owned by Lessor.

### **c. Fixtures.** Counters and sinks installed on the Premise are fixtures and will remain with the Premises upon termination of this Lease. The refrigerator, icemaker, dishwasher, all espresso machines, coffee brewing equipment, light fixtures (only those chosen, purchased and installed by Lessee), and other items readily removable without significant damage to the Premises, shall not be considered fixtures and shall be removed and retained by Lessee upon termination of the Lease. The parties agree that all seating and shelving within in the eating area of Lindley Perk and all tables, chairs, and seating in the entry hall of the Library belong to Lessor. Lessee shall clean and reasonably maintain all such furniture.

## **7. RIGHT TO REDECORATE.** Lessee shall have the right from time to time to decorate and redecorate the Premises, at Lessee's sole expense, all of which shall be done in a good and workmanlike manner, and with the prior written consent and approval of Lessor, not to be unreasonably withheld. Lessor shall have no duty in connection with said decoration.

## **8. SPECIAL PROVISIONS RELATED TO OPERATION OF THE PREMISES.**

### **a. Hours of Operation.** Lessee agrees to open for operation to the public a minimum of twenty-five (25) hours per week during the library's hours of operation. Hours of operation will be determined by the lessee in consultation with the Library Director and the Friends of the Library. The Library Board of Trustees establishes the hours of operation for the Bozeman Public Library. To the extent the Library's hours of operation fall below 45 hours per week, the base rent due under this Lease (\$800) shall be reduced in the same percentage by which the Library's actual

hours of operation are less than 45 per week.

- b. Employee Standards. Service should be timely, attentive and friendly. Food and beverage orders will be taken promptly and in a friendly and courteous manner. Lessee is to recruit, train, supervise, direct and deploy the optimum number of employees to match the work requirements. Employees must portray a positive image to library patrons. Clothing should be appropriate for the work site, should meet safety and health concerns, and should reflect favorably on the library's and Lessor's image.
- c. Food Quality. Lessee will make efforts to ensure that only the highest quality of food is sold.
- d. Deliveries. Deliveries must coincide with general Library practices and procedures and must not conflict or disturb the Library.
- e. Signage and Hallway Tables. Lessee shall pay for any signage located on the wall next to the Premises' entry door with location, design, and size of such signage and menu boards subject to Lessor's approval. Neon or exposed fluorescent lighting fixtures are prohibited. Signage and menu boards are subject to Lessor's approval. In addition, any tables, chairs, garbage cans, or other like items utilized by Lessee in the hallway immediately outside the Premises, shall be at Lessee's sole cost and approved by the Lessor.
- f. Friends' Merchandise. The Friends of the Bozeman Public Library will be responsible for providing and stocking merchandise sold for the Friends.
- g. Clean and Sanitary Condition. Lessee shall keep the Premises in clean and sanitary condition. Lessee will provide adequate receptacles for trash and recycling and ensure that receptacles do not become overfilled during public hours. Lessee shall not allow boxes, cartons, barrels, or other similar items to remain in view of public areas. Lessee shall be responsible for cleaning the leased Premises and surrounding areas, including the outdoor seating area, impacted by the operations.

**9. PEACEFUL POSSESSION.** Except as provided in paragraph 11, as long as Lessee pays the rent and performs the covenants and agreements herein contained and to be performed, Lessee shall peacefully and quietly have, hold and enjoy the Premises for the term aforesaid. Lessee expressly authorizes Lessor to enter the Premises during normal business hours for the purpose of restocking merchandise.

**10. UTILITIES.** Lessor shall be solely responsible for utility charges as they become due, including, but not limited to, those of sewer, water, gas, electric, wireless internet, and trash services. Lessee is responsible for any recycling costs, telephone/television hookup and service.

## **11. DESTRUCTION OF PREMISES.**

- a. If during the term of this Lease the Premises or the improvements thereupon shall be injured or destroyed by fire or other unavoidable casualty or rendered untenable by a public authority without the failure of Lessor, so as to render the Premises unfit for occupancy, or to such an extent that the Premises cannot be repaired with reasonable diligence, within sixty (60) days from the happening of such injury, or act, then the Lessor may terminate this Lease as of the date of such damage, act or destruction and the Lessee shall immediately surrender the Premises and all interest therein to the Lessor, and the Lessee shall pay rent only to the time of the destructive act or injury.

- b. If the Premises can be restored within sixty (60) days from the happening of such injury thereto and the Lessor within fifteen (15) days from the occurrence elects in writing to repair and restore said Premises within the sixty (60) days from the happening of the injury thereto, then this Lease shall not end or terminate, but the rent shall not run or accrue after injury and during the process of repairs, except only that the Lessee shall during such time pay a pro-rated portion of such rent apportioned to that portion of the Premises which are in condition for occupancy or which may actually be occupied during such repairing periods.
- c. If, however, the Premises shall be so slightly injured by any cause aforesaid as not to be rendered unfit for occupancy, then the Lessor shall repair the same with reasonable promptness, and in that case, the rent shall not cease or be abated during such repairing.
- d. All equipment, appliances, fixtures, improvements, or betterments placed by the Lessee on the Premises which shall be damaged or destroyed in any of the events aforementioned, shall be repaired and replaced by the Lessee at its sole expense and not at the expense of the Lessor. Except as herein set forth, Lessor shall not be held to account for any damages to Lessee attributable to the acts or omissions of Lessor providing, however, Lessee shall immediately report any failure or defect to Lessor who shall repair or correct such defects with reasonable diligence.

**12. ASSIGNMENT AND SUBLEASE; CHANGES IN FORM OF LESSEE:** Lessee may not assign or sublease all or any portion of this Lease without the prior written consent of the Lessor which it may give or withhold in its sole discretion. Lessee may not add a partner or additional owner, or change Lessee's legal form (such as, for example, into a corporation, or limited liability company) without the prior written consent of the Lessor, which it may give or withhold in its sole discretion.

**13. BREACH OR DEFAULT/NON-WAIVER:** If the Premises shall be deserted or vacated, or if proceedings are commenced against the Lessee in any Court under bankruptcy, or for the appointment of a trustee or receiver of the Lessee's property either before or after the commencement of the leased term, or there shall be a default in the payment of any rent or any part thereof for more than ten (10) days, or if there shall be a default in the performance of any covenant, agreement, term, condition, rule or regulation contained herein, or hereafter established on the part of the Lessee for more than fifteen (15) days (only ten (10) days in the case of nonpayment of rent) after written notice of such default by the Lessor, then Lessor, without further notice to Lessee, shall have, consistent with applicable law, any one or more of the following remedies at Lessor's election:

- a. Lessor shall have the immediate right to terminate and cancel Lessee's rights under this Lease and re-enter, recover and resume possession of the Premises. Lessee shall yield up quiet and peaceful possession to Lessor and Lessee shall forfeit their rights under this Lease.
- b. Lessor may continue to assert the validity of the Lease, take possession of the Premises pursuant to applicable law, (including unlawful detainer or action for possession), and re-let the Premises, or any part thereof, for such term or terms, (which may be for a term extending beyond the term of this Lease), at such rent and upon such terms and conditions as Lessor may, in its sole discretion, deem advisable, provided Lessor agrees to proceed in a commercially reasonable manner in re-letting the Premises. Upon such re-letting, Lessee shall immediately be liable to pay to Lessor the reasonable costs and expenses of such re-letting, (including reasonable agents' or brokers' commissions and attorney's fees for the new lease) and the reasonable costs and expenses

of any alterations or repairs required to be made to the Premises to make it rentable. In addition, the Lessee shall be liable to pay to Lessor the amount, if any, by which the rental required to be paid by Lessee in this Lease for the period of such re-letting (up to, but not beyond, the term of this Lease) exceeds the amount agreed to be paid by the new lessee as rent for the leased Premises for such period of re-letting. If Lessor cannot re-let the Premises for the entire balance of Lessee's term, Lessee shall be liable to pay Lessor for the balance of the rental required by this Lease. No such termination, unlawful detainer action, re-entry or taking of possession of the Premises by Lessor shall be construed as an election on their part to terminate Lessee's other obligations under this Lease unless a written notice of such intention is given to Lessee.

No waiver of any breach of any agreement, term, covenant, or condition of this Lease shall be construed to be a waiver of any preceding or succeeding breach of the same or any other agreement, term, condition or covenant.

#### **14. KEY AGREEMENT, ACCESS.**

- a. Lessee shall have keys to the front door of the Library and keys to the Premises, but will not have keys to access the rest of the Library building. Lessee will be given the access code for the garbage area and will have access to the yard room. Lessee shall also have access to the storage closet located between the coffee shop and conference room. Lessee will have a key for the coffee shop door, but not the conference room door. Lessee acknowledges and agrees that as a condition of this Lease that the MEDECO key is a registered key in a registered MEDECO SYSTEM governing access to the facility Library and Lessee is physically and financially responsible for the safekeeping of such MEDECO key. In the event of loss of the MEDECO key, Lessee further acknowledges responsibility for the full cost of the replacement of such key(s) and if necessary, the cost of rekeying locks and cutting new keys for building tenants. Upon termination of this Lease, Lessee shall voluntarily surrender the assigned MEDECO key(s).
- b. Lessee may have access to the Premises at all times. In connection with Lessee's business, Lessee shall have the duty of keeping the entry to the Library secure during such times Lessee is not open for operation.
- c. Lessee will permit the Lessor at all reasonable times to enter the Premises to inspect its condition and, at Lessor's election to make reasonable and necessary repairs thereon for the protection and for the preservation of the Lessor's building and personal property, also the Lessor shall have the right to enter upon the Premises to ascertain its condition or to ascertain the performance or non-performance of any of the covenants of this Lease or to show the Premises to persons who may wish to rent the same after the expiration of this Lease.

#### **15. MORTGAGE SUBORDINATION; LIENS.** This Lease shall be subject and subordinate at all times to the lien of existing security agreements, mortgages, trust indentures, and of security agreements, mortgages or trust indentures which hereafter may be made a lien upon the real property upon which the Library is located. No act of the Lessee shall be necessary to effectuate such subordinating, however, the Lessee will, nevertheless, execute and deliver such further instruments, subordinating this Lease to the lien of any such security agreement, mortgage or trust indenture as may be desired by the secured party therein. Lessee hereby appoints Lessor attorney-in-fact, irrevocable, to execute and deliver any such instruments for Lessee.

Lessee shall allow no lien to be placed upon the building upon which the leased property is located, and shall indemnify and hold Lessor harmless in connection therewith.

**16. INDEMNIFICATION/ INSURANCE.** Without limiting any of the Lessee's obligations hereunder and to the fullest extent permitted by law, Lessee agrees to defend, indemnify, and hold the Lessor, the City of Bozeman, the Friends of the Bozeman Public Library and the officers, employees, and agents of all three entities harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the Lessor, the City of Bozeman, and the Friends of the Bozeman Public Library, and the officers, employees, and agents of all three by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act or caused by the willful misconduct of Lessee or Lessee's agents or employees or agents.

For this purpose and independent of the above, Consultant shall provide Lessor with proof of Lessee's liability insurance issued by a reliable company or companies authorized to do business in Montana for personal injury and property damage in amounts not less than as follows:

- Workers' Compensation – statutory;
- Employers' Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate;
- Commercial General Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate;
- Automobile Liability - \$1,000,000 property damage/bodily injury; \$2,000,000 annual aggregate.

The Lessor, the City of Bozeman, and the Friends of the Bozeman Public Library, and the officers, employees, and agents of all three entities shall be included or named as an additional or named insured on the Commercial General and Automobile Liability policies. Evidence of the above insurance and named insured must be in a form suitable to City Attorney. Lessor shall be provided reasonable notice not less than thirty (30) days prior to any cancellation of said policy. Failure of Lessee to maintain insurance as required herein shall be a breach of this Lease.

**17. SURRENDER UPON TERMINATION.**

- a. Lessee, upon leaving the Premises, shall at its own expense repair any damage occasioned by Lessee's occupancy and remove all dirt, rubbish and refuse, and upon the Lessee's failure to do so, the Lessor may immediately, without further notice, do so at the Lessee's expense, which the Lessee shall immediately pay upon receipt of a bill for the same from the Lessor. Failure to pay upon demand is grounds for withholding the same from the Security Deposit required in Section 18.
- b. Lessee agrees to return the Premises peacefully and promptly to the Lessor at the end of term of this Lease, or at any previous termination in as good condition as the same are in or hereafter put in, ordinary wear excepted.
- c. Subject to Lessor's discretion provided for in Paragraph 6, Lessee shall remove all of its property so that Lessor can repossess and enjoy the Premises not later than noon on the day upon which the Lease ends, whether upon notice or by holdover or otherwise. Lessor shall have the same right to enforce this covenant by ejectment for damages. Lessee may at any time before or upon termination of this Lease remove from the leased property all equipment, property and fixtures as installed by Lessee provided such property is moved without substantial injury of the Premises. Any such property not removed shall become the property of the Lessor. Any injury not repaired may be corrected by Lessor, and Lessee shall promptly reimburse Lessor upon receipt of its

statement therefore.

**18. SECURITY DEPOSIT.** Lessee shall deposit a sum with Lessor as security for return of the demised Premises in proper condition at the end of the Lease term or on earlier termination and forfeiture as proved in this Lease. Lessor may transfer or deliver the security to any bona fide purchaser of the real property in the event that the property is sold. Lessor shall be discharged from any further liability in reference to the security on giving written notice of that transfer to lessee.

**19. HOLDING OVER.** If Lessee shall remain in possession of the Premises after the expiration of either the term of this Lease, Lessee shall become a tenant from month-to-month on the terms specified in this Lease, except that the monthly base rental shall increase to \$1,600. Lessee shall continue to be a month-to-month tenant until the tenancy shall be terminated by Lessor, or until Lessee has given to Lessor a written notice at least one month prior to the date of termination of the monthly tenancy of Lessee's intention to terminate the tenancy.

**20. NOTICE.**

- a. All notices, demands, or other writings in this Lease Agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To Lessor:                      Bozeman Library Board of Trustees  
   c/o Bozeman Library Director  
   626 E Main  
   Bozeman, MT 59715

To Lessee:                      Jason Cargill  
   Lindley Perk Coffee Shop  
   626 E Main  
   Bozeman, MT 59715

- b. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as provided.
- c. Lessee shall provide Lessor with a contact list to include at least one person that can be reached in the event of an emergency or for any occasion when Lessee is out of town or otherwise unavailable. Such list will be kept current and updated as necessary.
- d. **NONDISCRIMINATION.** The Lessor will have a policy to provide equal employment opportunity in accordance with all applicable state and federal anti-discrimination laws, regulations, and contracts. The Lessor will not refuse employment to a person, bar a person from employment, or discriminate against a person in compensation or in a term, condition, or privilege of employment or a customer or patron of the Premises because of race, color, religion, creed, political ideas, sex, age, marital status, national origin, actual or perceived sexual orientation, gender identity, physical or mental disability, except when the reasonable demands of the position require an age, physical or mental disability, marital status or sex distinction.

**21. SUCCESSORS IN INTEREST.** The covenants, agreements and all statements in this Lease apply to and



shall be binding on the heirs, personal representatives, successors and assigns of the parties.

- 22. TIME OF ESSENCE:** Time is of the essence of this Lease with respect to the performance by the Lessee of its obligations thereunder.
- 23. ENTIRE AGREEMENT:** This Lease constitutes the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease are hereby integrated into and superseded by the terms of this Lease.
- 24. MODIFICATION OF AGREEMENT:** Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
- 25. ATTORNEY'S FEES:** In any legal action brought by either party to enforce any of the terms of the Lease, the prevailing party shall be entitled to all costs and expenses incurred in connection with such action, including a reasonable attorney's fee which may include those of the Bozeman City Attorney. Any and all legal action brought under this Lease or related to this agreement must be brought in Gallatin County.
- 26. PARAGRAPH HEADINGS:** The paragraph headings in this instrument are for convenience only, and do not limit or construe the contents of any paragraphs.
- 27. BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the heirs, successors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, dated effective as first above written:

**LESSOR:**

**Bozeman Public Library Board of Trustees**

By: \_\_\_\_\_  
\_\_\_\_\_, its, \_\_\_\_\_

**LESSEE:**

By: \_\_\_\_\_

**ACKNOWLEDGMENTS**

STATE OF MONTANA    )  
                                      : ss.  
County of Gallatin        )

This instrument was acknowledged before me on \_\_\_\_\_, 2012, by \_\_\_\_\_ as  
\_\_\_\_\_ of \_\_\_\_\_.

[Seal]

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
NOTARY PUBLIC for the State of Montana  
RESIDING AT \_\_\_\_\_, Montana  
My Commission Expires \_\_\_\_\_, 20\_\_

STATE OF MONTANA    )  
                                      : ss.  
County of Gallatin        )

This instrument was acknowledged before me on \_\_\_\_\_, 2012, by \_\_\_\_\_ as  
\_\_\_\_\_ of the Bozeman Public Library Board of Trustees.

[Seal]

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
NOTARY PUBLIC for the State of Montana  
RESIDING AT \_\_\_\_\_, Montana  
My Commission Expires \_\_\_\_\_, 20\_\_