

ATTACHMENT A

GENERAL PROVISIONS

1. **CONSIDERATION**

I understand that I will not be compensated for the work described in this Proposal, and that this work will be done at no monetary cost to the Library. In exchange, I will receive exposure to the community and use of certain Library resources and Library shall receive the benefit of the program for its patrons and the community.

2. **RELATIONSHIP OF THE PARTIES**

It is understood that if this Proposal is accepted by the Library, it constitutes an Agreement by and between independent Parties and does not create the relationship of agent, servant, employee, partnership, joint venture, or association, or any other relationship other than expressly provided by this Agreement. Parties agree that Partner is free from the control and direction of the Library in performing under this Agreement. In the event the Library exercises its right to terminate this Agreement, I expressly agrees that I and my agents shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

3. **ORIGINALITY OF WORK; LICENSE FOR LIBRARY USE**

By signing below, I warrant that the program is original and is solely the product of my own creative efforts and does not infringe the rights of any person or entity. I expressly reserve every right available to me at common law or under the Federal Copyright Act to control the making and dissemination of copies or reproduction of the Work, except that I grant to the Sonoma County Library a perpetual non-exclusive license to use the program, or portions thereof, for Library purposes.

4. **CONFIDENTIALITY**

I agree to comply with the Library's Confidentiality of Records Policy and related laws designed to protect the confidentiality of Library patrons' information while operating pursuant to this Agreement.

5. **CHOICE OF LAW; VENUE**

This Agreement will be interpreted and governed by the laws of the State of California. Any action arising out of this Agreement will be brought in Sonoma County, California, regardless of where else venue may lie.