

CONTRACTUAL AGREEMENT

The City of Breckenridge, a municipality in Stephens County, Texas, hereinafter referred to as the "City" hereby contracts with the Swenson Museum of Breckenridge, Stephens County, Texas, hereinafter referred to as "Museum" for the provision of operating a Museum, located at 116 W. Walker, Breckenridge, Texas, subject to the following covenants, agreements, and conditions:

1. TERM:

The term of this contractual agreement shall be for a period of one (1) year, beginning on October 1, 2025 through September 30, 2026. This contractual agreement expires without notification on September 30, 2026.

2. TERMINATION:

This contractual agreement may be terminated by the city of the Museum, in whole, or from time to time, in part, whenever such termination is in the best interest of the City or the Museum. Termination will be effective thirty (30) days after delivery of written notice of termination by either party.

3. MUSEUM RESPONSIBILITIES:

- A. Museum agrees to operate a Museum.
- B. Museum agrees to furnish the City Manager's office, monthly/annual meeting reports and annual financial report.

4. CITY RESPONSIBILITIES:

- A. City agrees to payment to the Swenson Museum of an amount of \$2,500 during the term of this agreement to be applied to a combination of electrical utility cost, general liability and property insurance cost, janitorial cost, equipment and repair cost, and general operational costs. The City assumes no responsibility for the payment of any of the referenced cost, or for the coverage, negotiations of premiums, or processing of any insurance claims.

5. NOTICES:

All notices to be given to City shall be in writing deposited in the United States mail, certified or registered, with postage prepaid, and addressed to the City of Breckenridge, Attention of City Manager, at 105 N. Rose Avenue, Breckenridge, Texas, 76424 and to the Museum in the same manner, addressed to Swenson Museum, 116 W. Walker, Breckenridge, Texas, 76424. Change of address by either party must be by notice given to the other in the same manner as above specified.

IN WITNESS WHEREOFF, the City of Breckenridge and the Swenson Museum have executed this contractual agreement on this _____ day of _____, 20__.

CITY OF BRECKENRIDGE
MUSEUM

SWENSON

BY: _____

BY:

Cynthia Northrop, City Manager

ATTEST:

BY: _____

Jessica Sutter, City Secretary

STATE OF TEXAS:

COUNTY OF STEPHENS:

This instrument was acknowledged before me on _____, 2025, by Bob Sims, Mayor for and on behalf of said City and in the capacity herein stated.

Notary Public

My Commission expires:

STATE OF TEXAS:

COUNTY OF STEPHENS:

This instrument was acknowledged before me on _____, 2025, by _____ Swenson representative on behalf of Swenson Museum and in the capacity herein stated.

Notary Public

My Commission expires:
