



The Art Connection, Inc.  
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## DONEE AGREEMENT

Dear Organization:

Thank you for your interest in receiving works of art available for donation through The Art Connection, Inc. As you know, the purpose of our organization is primarily to help connect willing donors and charitable recipients of artwork so that such artwork can be seen and enjoyed by the public or those persons served by the charity. We look forward to serving you in this regard.

Because we are a charitable entity and are performing a service that we believe to be of benefit to both you and to donors of artwork, we must limit our liability for performing this service. For example, while we will endeavor to place donated artwork with you, we cannot guarantee that we will be successful in doing so, nor can we guarantee that works shown to you will always be available. We also cannot accept any liability for claims you might have involving the artwork itself.

Therefore, by signing this letter, you agree, for your organization and for its successors, heirs and assigns, to hold us harmless from any and all claims against us resulting from or connected in any way with the donation of any artwork through our efforts, title to or authenticity of the donated artwork, or the donated artwork itself. For example, if someone were injured by artwork received by you, you agree to give up any rights you might have to a claim against us for such injuries.

Furthermore, you agree that any and all artwork which you receive through our efforts will not be reproduced without the written permission of the artist or the holder of the copyright in such artwork.

As we require all of our listed recipients to be charitable entities, you hereby affirm that your organization currently qualifies as a charitable recipient under Section 170 of the Internal Revenue Code, and you agree to inform us immediately, in writing, if your status as such should change. (Please attach proof of charitable status.)

Also, we both agree that if any part of this agreement is later deemed to be invalid or void by a court of law, the remainder of our understanding will remain in effect unless the removal of the invalid or void provisions would substantially alter the intent of the agreement. And finally, we agree that either of us may terminate this agreement at any time by giving the other ten (10) days written notice. However, the provisions of this agreement shall survive such termination as to all artwork already received by you.

Pending your agreement to the stipulations in this Donee agreement, we will move forward with the application process. Upon selecting artwork for your agency, you will also be sent a binding Deed of Gift for each art work that is selected, transferring ownership of this artwork from the Donor to you, the Donee. *A sample of this deed is below.*

Please indicate your agreement to the terms of this letter by signing one copy where indicated below and returning it to me.

Sincerely yours,

The Art Connection, Inc.

By: \_\_\_\_\_  
Executive Director

Foregoing agreed to:

\_\_\_\_\_  
(Donee Organization)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
(Title)

Print Name: \_\_\_\_\_

From time to time, The Art Connection plans to publish a list of participating artists and charitable organizations. Please initial below if you do not consent to your name being included in such a list:

\_\_\_\_\_ Do not list my organization as a participant

**DEED OF GIFT AND AGREEMENT**

\_\_\_\_ First, Last \_\_\_\_\_, of \_\_\_\_\_ City \_\_\_\_\_, \_\_\_\_\_ State \_\_\_\_\_ ("Donor"), gives to \_\_\_\_\_ Organization \_\_\_\_\_, of \_\_\_\_\_ City \_\_\_\_\_, \_\_\_\_\_ State \_\_\_\_\_ ("Donee"), the work(s) of art described on the attached Exhibit A (the "Artwork").

In consideration of the acceptance of this gift by Donee, Donor covenants with Donee that Donor is the lawful owner of the Artwork, that no one but the Donor has any claim of ownership to or lien encumbering the Artwork, that Donor has good right and title to give the Artwork to the Donee, and that the Donor will hold the Donee harmless from the lawful claims and demands of all persons resulting from or arising out of a breach of said covenants.

In consideration of its receipt of the Artwork, Donee agrees:

- to take reasonable precautions to protect and preserve the Artwork;
- to exhibit the Artwork where it may be viewed by the public or those persons served by the Donee;
- not to permit the Artwork to be altered or defaced;
- not to sell or dispose of the Artwork {without first obtaining the consent of the Donor, which consent shall not be unreasonably withheld};
- to notify the Donor of any address change for the Donee; and
- to notify the Donor of any change in the Donee's charitable status, or if the Donee is dissolved or terminated, and, in the event of such dissolution or termination, either
  - (a) to donate the Artwork to a suitable ongoing charitable organization, with the consent of the Donor (or the consent of The Art Connection, Inc.), such consent not to be unreasonably withheld; or
  - (b) to promptly return the Artwork to the Donor or to The Art Connection, Inc., whereupon the Artwork will be made available for selection by another charitable organization.

Donee further agrees not to permit the Artwork to be reproduced without the Donor's written permission, and to abide by any special restrictions listed on Exhibit B attached hereto.

Donee certifies that it currently qualifies as a tax-exempt charitable recipient under Section 170 of the Internal Revenue Code.

Donee hereby acknowledges receipt of the Artwork; however, Donee also acknowledges that Donee receives no copyright interest in or to the Artwork.

WITNESS the execution hereof under seal this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Donor (signature)

\_\_\_\_\_  
Donee representative (signature)

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title of signatory

**EXHIBIT A**

<u>ARTIST</u>	<u>TITLE</u>	<u>MEDIUM</u>	<u>YEAR</u>	<u>SIZE</u>	<u>\$VALUE</u>
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**EXHIBIT B**

NO SPECIAL PROVISIONS