



The Art Connection, Inc.
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DONOR AGREEMENT

Thank you for your interest in making work(s) 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 such charities. We look forward to serving you.

Because we are a charitable entity and are performing a service for both you and any charity receiving donated artwork for which we receive no compensation, we must limit our liability for performing this service. We also cannot guarantee that we will be successful in placing any artwork you make available for donation. Therefore, by offering artwork for donation through us, you agree for yourself and your successors, heirs and assigns to hold us harmless and to indemnify us from and against any and all claims in connection with such services, including but not limited to any failure to place donated artwork or any damage or misuse of such artwork, including but not limited to violations of copyright or so-called artists' moral rights.

By signing this agreement, you also certify that you are the legal owner or authorized agent for the owner of any and all artwork you make available to us for placement from time to time, that all artwork made available for donation is free of any liens or other encumbrances (for example, subject to no restrictions contained in any agreement you may have with galleries, agents, etc.), and that our understanding as set forth in this agreement shall apply to all works you make available for donation through The Art Connection, both now and at any time in the future.

Subject to these limitations, we will make good faith efforts to inform recipients that any artwork you donate:

- is to be placed where it will be secure;
- is to be exhibited where the public or those persons served by the charity/donee can easily see it;
- is not to be altered or defaced;
- is not to be reproduced without your written permission; and
- is not to be sold or disposed of by the charity/donee without their making best faith efforts to contact you before such disposition.

However, we cannot assume any liability for the failure of a charity/donee to abide by these requests, nor for any damage or misuse of any donated artwork.

Also, you agree to permit us to reproduce or exhibit any artwork placed with us for donation, so long as such reproduction or exhibition is reasonably connected with the furtherance of our charitable purpose.

Lastly, 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. We also 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 donated.

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:

Donor

Date: _____

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

Yes____ No____