

DEED OF GIFT AND AGREEMENT

Professional Name, of City, State ("Donor"), gives to Organization, of City, MA ("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 in perpetuity;
- 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 Art Connection and the Donor if artwork is damaged, lost, or misused
- to notify The Art Connection and the Donor of any address change for the Donee; and
- to notify The Art Connection and the Donor of any change in the Donee's charitable status, or if the Donee is merged, dissolved, or terminated, and, in the event of such merging, 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 _____, 201__.

Donor (signature)

Donee representative (signature)

Print name

Title of signatory

This document is provided as a courtesy by The Art Connection, Inc., which assumes no liability for its use and neither warrants nor represents it to be appropriate or correct for any given transaction. If you have any questions about this agreement, you should consult an attorney before signing.

EXHIBIT A

<u>ARTIST</u>	<u>TITLE</u>	<u>MEDIUM</u>	<u>YEAR</u>	<u>SIZE</u>	<u>VALUE</u>
	<u>«Title»</u>	<u>«Medium»</u>	<u>«Year»</u>	<u>«Size»</u>	<u>\$«Value»</u>

EXHIBIT B

NO SPECIAL PROVISIONS