**Deed of Gift**

**We highly recommend having legal counsel review any such documentation.**

**DELETE THIS BOX**

I (We) hereby irrevocably and unconditionally convey, donate, give, and deliver to the **[Museum]** all rights (including copyrights), title and interest in and to the item(s) listed below. I (We) affirm that I (we) own said item(s) and have complete right, title, and interest in said item(s) and that the item(s) is/are not subject to any liens, claims or encumbrances. By my signature, I assert my understanding of the above conditions and those listed on the back of this agreement.

This gift is given to the **[Museum]**for its fundraising purposes as it deems appropriate.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Description of Item(s)**

(Include artist, title, date, medium)

**Be sure to include an image(s) of the item(s)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

I (We) wish the gift to be identified as:

**Gift of:**

**Name of Donor (please print):**

**Telephone:**

**Address:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signatures**

*The* ***[Museum]*** *hereby accepts the gift(s) described above.*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Museum Director Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Donor/Donors Date

*Complete both copies of this deed of gift and return them to the* ***[Museum]****. A signed copy will be returned to you.*

**ACQUISITION AND DISPOSITION POLICY OF THE [MUSEUM]**

**Add in the museum’s own approved Acquisition and Disposition Policies or use these more generic terms to develop your own policies.**

**DELETE THIS BOX**

* The **[Museum]**is organized and operated for educational purposes and is tax-exempt as a 501(c)3 non-profit entity.
* **The [Museum]does not appraise item(s) given to the museum**. Donors can have items appraised prior to donation. If the donor(s) wish an authorized agent of the **[Museum]**to sign the appropriate IRS documents regarding the gift (8283 form), a copy of the appraisal documents with values must be filed with the museum.
* Items not on public display are generally available for study to scholars, researchers, and scientists.

**ACQUISITIONS**

* The **[Museum]** may acquire items under the following conditions:

1. Item(s) that are relevant to and consistent with the mission and activities of the museum.
2. Item(s) for which the museum can provide proper storage, protection, and preservation.
3. Items are acquired through gifts, purchases, or transfers.

* The **[Museum]**will not accept items with restrictions or conditions. All title and any applicable copyright for all item(s) becomes the sole property of **[Museum]**and is obtained free and clear for use or future disposition. The **[Museum]**may make an exception in cases where the donor does not own the copyright, and in which case the **[Museum]** will make every effort to establish copyright ownership.
* All items obtained for the **[Museum]** are the property of themuseumand not that of any individual paid or unpaid staff member of the **[Museum]**.
* The **[Museum]** does not accept items which have been illegally imported or exported as set forth in the 1970 UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export, and Transfer of Ownership of Cultural Property, or subsequent agreements, or applicable state, or federal statutes.
* The **[Museum]** does notguarantee that donated items will be placed on display, to keep donated items together as a unit, or to acknowledge publicly the donor’s name with each item used in an exhibit.
* Recommendations on the acquisition of items for the collections will be the responsibility of **[list who has authority to accept items into the collection/s].**
* The **[Museum]**will keep and maintain complete accession records for all items acquired for the collections.

**COLLECTIONS**

* The collections of the Museum consist of **[list what the museums collects – art, cultural, historical etc.]** and are owned outright and constitute an important part of the museum. The **[Museum]**maintains **[list what types of collections]** **[For example:**

1. Permanent Collections – includes items that are in excellent condition, are unique, or well-documented. Permanent Collections items are accessioned, cataloged, and deaccessioned (prior to disposal).
2. Teaching Collections – includes items that are sufficiently unique and of suitable quality to be useful for staff-managed teaching situations. Such material is valued more for its representative characteristics than for any associated documentation and items may be used until destroyed.

**DEACCESSIONING AND DISPOSING OF ITEMS FROM THE COLLECTIONS**

* Deaccessioning of an item(s) may be considered at any time when items in the collections no longer align with the museum’s mission, no longer continue to be relevant and useful to the purposes and activities of the **[Museum]**, can no longer be properly stored, preserved, or it is in the best interest of improving the collections.
* Items will be deaccessioned only upon recommendation of **[list who has authority for approving deaccession decisions].**
* Deaccessioned items will not be returned to donors (under penalty of law).

I, the undersigned, acknowledge that I agree to the terms and conditions stated in this agreement. **Initial:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_