

**COMMUNITY ARTS AGENCY**

[ADDRESS]

City, Georgia ZIP

Tel

Fax

**DEED OF GIFT**

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\_\_\_\_\_ wishes that the gift be identified to the public and in the records of Community Arts Agency as:

Gift of \_\_\_\_\_

To the best of our belief, the subject of this gift is free and clear of all encumbrances and restriction and since \_\_\_\_\_ has not been imported or exported in to or from any country contrary to its laws.

Date: \_\_\_\_\_ Signature of Donor: \_\_\_\_\_

Address of Donor(s):

Telephone:

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The Internal Revenue Service requires that donors obtain specific acknowledgements from donees, if the donor intends to take a charitable contribution tax deduction for the gift. The amount of a charitable contribution that is deductible for federal income tax purposes is limited to the excess of the value of the property contributed over the value of the goods or services provided. If Donor will require such an acknowledgement, it will so notify the Agency in writing.

**Recognition**

\_\_\_\_\_ will receive credit \_\_\_\_\_. Community Arts Agency will produce an appropriate credit panel which will credit Donor, and will be wall-mounted beside work(s) of art when on exhibit in Community Arts Agency. The placement and format of any credit line bearing the name and logo of Donor will be reviewed in advance by Donor and must be mutually agreed upon. Donor agrees not to unreasonably withhold agreement, in light of the need equitably to accommodate other funders.

**Additional Activities**

1. Donor will co-sponsor with Community Arts Agency an opening event for the initial Exhibition, at Donor's sole cost and expense. The event will be subject to the Agency's special event policies. In the event that Donor elects not to fund the opening event, the Agency may obtain other funding for the opening event.
2. The Agency will offer Donor the first opportunity to fund additional activities that are related to Exhibitions proposed by Community Arts Agency. Community Arts Agency may seek funding elsewhere if Donor chooses not to fund any additional activity proposed by the Agency.

**Publicity and Promotion**

1. At Community Arts Agency’s request, Donor may produce materials to promote the initial Exhibition and Donor’s involvement in it. Materials may not promote or refer to the Donor’s products or services. If Donor produces materials, Donor will submit to Community Arts Agency for approval in advance of production, publication and release, the text, layout, and planned methods of distribution of any and all advertisements, press kits, and any other promotional materials prepared, produced, or planned by Donor or any person or organization acting on behalf of Donor. Community Arts Agency retains the sole authority and discretion to approve or reject any promotional materials. Community Arts Agency will respond within ten (10) working days of the Agency’s receipt of any material. All requests for approval must be sent to: Director, Community Arts Agency.
2. The Agency and Donor will issue a joint press release, approved by all parties in advance, announcing this gift. Approval will not be unreasonably withheld, in light of the need equitably to accommodate all of the funders. The Director will provide approval on behalf of the Agency; \_\_\_\_\_ will provide approval on behalf of Donor.
3. Except as specifically provided herein, Donor may not use the names of the Agency or the name of the initial Exhibition, in any manner whatsoever, including in or on Donor’s product or on product packaging or at point of purchase, or in advertising, promotion, publicity, or fund-raising.

**Indemnifications**

1. The Agency agrees to indemnify and hold harmless Donor from all claims or damages asserted by third parties caused by or arising out of the Agency’s creation and presentation of the initial Exhibition.
2. Donor agrees to indemnify and hold harmless the Agency from all claims or damages asserted by third parties, except those asserted to be caused by the negligence of Community Arts Agency, caused by or arising out of Donor’s exercise of the benefits granted to it pursuant to this Agreement.

**Force Majeure**

Neither party shall have any liability to the other for any failure to perform, or for any cancellation in connection with performance of any obligations hereunder, if failure or cancellation is due to, or in any matter caused by, the laws, regulations, acts, demands, orders, or interpositions of any government, or by acts of God, strikes, fire, flood, weather, war, terrorism, rebellion, insurrection or any other causes beyond the control of either party, whether similar or dissimilar to the foregoing..

**Authorized Representatives**

1. Agency Representative. For the purposes of liaison, direction and coordination of the delivery and acceptance of the gift, Agency shall be represented by \_\_\_\_\_, Director, Community Arts Agency, \_\_\_\_\_.
2. Donor Representative. For the purposes of liaison, direction and coordination of the delivery and acceptance of the gift, Donor shall be represented by \_\_\_\_\_.

3. Substitution of Representative. The Agency and Donor shall advise each other in writing of any substitution of said representatives.

**Other Provisions**

1. Recitals. The recitals herein constitute an integral part of the Deed of Gift and are to be considered part hereof.
2. Captions. The captions and headings contained in this Deed of Gift have been inserted for reference and convenience only and in no way define, limit, or describe the text of this Deed of Gift or the intent of any provision.
3. Association. The parties, by this Deed of Gift, do not intend to create a partnership, principal/agent, master/servant, or joint venture relationship, and nothing in this Deed of Gift shall be construed as creating any such relationship between the parties.
4. Modification. Neither party shall be bound by any definition, condition, warranty, representation, modification, consent or waiver, other than as expressly stated herein, unless set forth in a writing executed by the party to be bound thereby.
5. Assignment. This Deed of Gift and the rights granted hereunder may not be assigned by either party, except with the express written permission of the other party, with the exception that the gift shall become the sole property of Community Art Agency.
6. Entire Deed of Gift. This Deed of Gift constitutes the entire legal agreement between the parties relating to the subject matter hereof. All prior negotiations, representations, agreements, and understandings are ineffective and are superseded by this Deed of Gift.

**Delivery:** Works of Art offered to Community Arts Agency should be physically delivered and accepted by the Agency on or before \_\_\_\_\_, \_\_\_\_\_.

**Provenance:** For many reasons it is important that Community Arts Agency have as complete as possible a history of the subject of a gift. To that end, it will be helpful if you will forward any information or documentation which you may have with respect to your ownership, display, and conservation, and all prior ownership, display and conservation, of the subject of the Deed of Gift.

**Valuation:** Community Arts Agency may accept your valuation of your gift for insurance purposes but may not determine value for any purpose.

I certify that this Deed of Gift and the subject thereof were approved and accepted by the Directors of Community Arts Agency, on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at which meeting the Directors accepted the gift as described above.

ACCEPTED AND AGREED TO BY THE AUTHORIZED REPRESENTATIVE OF THE PARTIES.

COMMUNITY ARTS AGENCY

\_\_\_\_\_  
Director Date (SEAL)

\_\_\_\_\_  
Representative Date (SEAL)