



Accession # \_\_\_\_\_

# Donation Agreement

I, \_\_\_\_\_, telephone number \_\_\_\_\_  
Donor's Name [Please print]

of \_\_\_\_\_  
Donor's Address including postal code [Please print]

(The "Donor") am the legal and rightful owner of the property described below. I have full power and authority to enter into this Agreement.

## DESCRIPTION AND HISTORY OF THE PROPERTY

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

The Donor represents that the history provided is true and accurate to the best of Donor's knowledge and belief. (Continued, if required, on Page 3 attached to and forming a part of this Gift.)

### Temporary Custody Agreement

The Donor hereby agrees to leave the Property with the Gem of the West Museum (the "Museum") for the purpose of consideration for acquisition. Offers are subject to review by the Museum's Collections Management Committee prior to acceptance, the donor will be contacted as to the decision of the acquisition. If the museum has chosen not to accept the donation offer, it is the Donor's responsibility to pick up the property from the museum within 60 days of the notification of rejection. Property will be considered abandoned after 60 days of this date. The Museum may after this date keep or dispose of the Property at its sole discretion and without any liability to the Donor.

The Donor understands and agrees that the Museum is not responsible for loss, damage or theft of the Property unless it is due to the negligence of the Museum, its agents or employees. The Donor warrants that it is the legal and rightful owner of the Property and has the full power and authority to enter into this Agreement. The Donor understands that the signed Gift Agreement below will become null and void if the acquisition is not accepted.

\_\_\_\_\_  
Signature of Donor

\_\_\_\_\_  
Date of Deposit

\_\_\_\_\_  
Date of Notification

### Gift Agreement

Whereas the Donor desires to further the purposes and objectives of the Gem of the West Museum, NOW THEREFORE WITNESSETH THAT for these premises and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties agree to the following terms and conditions:

The Donor does hereby give, donate, bestow, transfer, and assign, absolutely and forever its entire rights, clear deed and universal copyright, ownership, estate and interests in and to the Property to the Museum as an unrestricted and unconditional gift, and, the Donor hereby waives all moral rights in the Property in favour of the Museum.

The Donor represents that the Donor is the owner of all copyright interests, including moral rights, in the Property; or, the Donor represents that to the best of their knowledge and belief that the owner of the copyright interest and moral rights in the Property is: \_\_\_\_\_.

The Donor warrants that the Donor has complied with all laws of the Province of Alberta and Canada and applicable international conventions and treaties. The Donor warrants that the Property is free of all liens and encumbrances, including without limitation any claims of any taxing authority.

The Donor agrees that the Donor shall indemnify and save harmless the Museum, its agents and employees against any charge, cost, claim, demand or expense related to or arising from the Donor's failure to observe the requirements of any provincial or federal laws or regulations, from any misrepresentation by the Donor pertaining to the Donor's ownership of the Property and the history of the Property, and from any claims of third parties claiming an interest in the Property.

The Museum reserves the right at its sole discretion to dispose of, copy, record or store the gifted Property or portions thereof in any manner it shall deem fit. The donor hereby waives all rights in these matters.

In the case that the museum cannot use the donated object(s), I hereby give my consent for the museum to sell the object(s) at the Museum's annual Auction. \_\_\_\_\_ (Initials)

The Museum hereby gratefully accepts the above gift of the Property.

\*Please make sure you read and understand all sections of the Donation Agreement before signing this legal document. Agreement is not binding until signed by an authorized museum representative.

IN WITNESS WHEREOF, the Donor and the Museum execute this Agreement in duplicate in \_\_\_\_\_, effective the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.  
[Town/City and Province]

**Signed in the presence of:**

\_\_\_\_\_  
Signature of Donor

\_\_\_\_\_  
Name [Please print]

\_\_\_\_\_  
Title [If representing an institution, corporation or other legal entity]

**THE MUSEUM**

Per: \_\_\_\_\_  
Signature of authorized Museum representative

\_\_\_\_\_  
Name [Please print]

\_\_\_\_\_  
Title [please print]

