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LIBRARY

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**DEED OF GIFT**

The material described below or on an appended inventory (later called Donated Material) is donated to the Columbus Metropolitan Library Foundation (later called the Library Foundation) for access use, disposition, and ownership by the following person (later called the Donor), who is the owner of the Donated Material or the agent for the owner. The Columbus Metropolitan Library Foundation is a charitable organization under Internal Revenue Code Section 501(c)(3) and was established for the benefit of the Columbus Metropolitan Library (later called the Library). Any gift or donation to the Library shall be governed by the provisions in this Deed of Gift as well as by the Library Foundation's Gift Acceptance Policy.

Donor Information:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
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Nature of Donor's Right in Materials (*e.g.*, owner, heir, executor, trustee, agent, etc.):  
\_\_\_\_\_

If Donor is not the owner, please attach legal document showing Donor's right to donate material (*e.g.*, will, trust or agency agreement, etc.).

Description of Donated Material:

\_\_\_\_\_  
\_\_\_\_\_  
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Value of Donated Material (if known): \_\_\_\_\_ Source: \_\_\_\_\_  
(may attach appraisal)

History of Donated Material (if known): Owner acquired from \_\_\_\_\_  
Date Acquired \_\_\_\_\_

1. Donor states he/she is the sole legal owner with all rights and title to the Donated Material, free and clear of all restrictions and liens, or he/she is a legally authorized agent for the legal owner with full authority to transfer the owner's rights and title to the Donated Material, free and clear of all restrictions and liens.
2. Donor transfers all rights and title he/she owns in the Donated Material to the Library Foundation to be used by the Library at its discretion. Donor understands that the location, retention, cataloging, preservation, use, and disposition of the Donated Material by the Library will be conducted in the Library's discretion in accordance with Library policies and applicable law, and that the Library will not be liable to the Donor and will be held harmless for any use of the Donated Material in accordance with this Deed of Gift. The Library Foundation reserves the right to handle, accept, reject or dispose of gifts in a manner consistent with the best interests of the Library.

3. The Donated Material may be displayed physically by the Library and the Donated Material shall be made accessible for research in accordance with Library policies, subject to any Donor restrictions listed below.
4. Donor transfers all copyright, trademark, and other intellectual property rights in the Donated Material described above as indicated by initialing below:

\_\_\_\_\_ Donor donates the Donated Material as an unrestricted gift and transfers to the Library Foundation the copyright, trademark, and all intellectual property rights. Donor permits the Library to display images of the Donated Material in Library publications and on the World Wide Web.

\_\_\_\_\_ Donor donates the Donated Material as an unrestricted gift although Donor does not hold the copyright, trademark, and other intellectual property rights.  
Please indicate the name and contact information for the holder of these rights, if known:

\_\_\_\_\_

\_\_\_\_\_ Donor holds the copyright, trademark, and other intellectual property rights to the Donated Material; however, donor does not transfer these rights to the Library Foundation.

5. The Library agrees to make the above described Donated Material available to researchers subject to the following Donor imposed restrictions: \_\_\_\_\_

\_\_\_\_\_

6. The terms of this Deed of Gift shall apply to all of the Donated Material described in this Deed of Gift, notwithstanding that some materials may be delivered before or after the date of this Deed of Gift. In the event that the Donor does not return the signed Deed of Gift, the Library Foundation will make all reasonable effort to secure the Donor's signature. If after 90 days, the Donor has not signed and returned the Deed of Gift and has not notified the Library Foundation in writing that he/she does not wish to transfer title to the Library Foundation, the items shall be deemed an unrestricted gift transferring all ownership rights to the Library Foundation. Final disposition of the items shall be determined by the Library.
7. This agreement is made subject to Ohio law and shall be binding upon the heirs, assigns, and legatees of the parties hereto.

Signature of Donor:

Donor states that the information Donor has provided in this Deed of Gift is accurate and that the Library Foundation will not be liable, will be held harmless, and will be indemnified by the Donor for any inaccuracies stated by the Donor in this Deed of Gift. By signing below, Donor states that he/she has read this Deed of Gift and the Library Foundation's Gift Acceptance Policy, has the capacity to understand these documents, and agrees to the terms.

\_\_\_\_\_ Date: \_\_\_\_\_  
Donor's Signature

\_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Parent or Guardian if Donor is under 18

Acceptance by Library Foundation:

Columbus Metropolitan Library Foundation hereby accepts this gift of Donated Material with appreciation and agrees to any conditions stated in this Deed of Gift.

\_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Columbus Metropolitan Library Foundation Representative