

Deed of Gift

For Society use only

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

Date: \_\_\_\_\_

Name: \_\_\_\_\_ Home #: \_\_\_\_\_

Address: \_\_\_\_\_ Cell #: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Email: \_\_\_\_\_

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Description of Object(s): \_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

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This Deed of Gift represents an agreement between the Chelmsford Historical Society and the Donor(s) named hereon. Any variation in the terms and conditions noted hereon must be submitted in writing to the Curator, Accession Chairperson, or other appropriate representative of the Society for approval before signing this agreement.

The Donor has received no goods or services in consideration of this gift.

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I/we agree to the "Terms and Conditions for Artifact Donations" and that the artifacts being offered are my/our personal property not otherwise secured to a third party. I/we do hereby irrevocably and unconditionally give and transfer to the Society all right, title, and interests, including all copyright, trademark, and related property interests, if any and when owned by me/us, in and to the described property.

Donor(s): \_\_\_\_\_ Date: \_\_\_\_\_

This gift is in memory of: \_\_\_\_\_

**For Society use only:**

Accepted for the Society by: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

## Terms and Conditions for Artifact Donations

1. All donations to the Society will be outright, unconditional, and irrevocable gifts to the Chelmsford Historical Society (hereafter referred to as the Society) and will become the complete and total property of the Society at the time of the Donor's signature on the Deed of Gift.
2. Donations may be tax deductible. However, the Society will provide no appraisal of the gift. It is the responsibility of the Donor to obtain this.
3. If the Deed of Gift has not been signed by the Donor after 90 days of notification of its acceptance for the Society's collection, the artifacts listed on the Deed will become the property of the Society, according to the terms stated on this document and on the "Temporary Custody Receipt" form previously signed by the Donor, without any liability accruing to the Society or its agents or employees.
4. Because interests and objectives change and subsequent acquisitions may be in better condition or more useful for the Society's purposes, no guarantee can be made that the artifacts on the face of this agreement will always remain under ownership of the Society or in the collection designated herein. Unless specified on the Deed of Gift, artifacts deaccessioned from the Society's collection will not be returned to the original Donor but will be handled according to the current Collection Management Policy, which states, in part: *Before considering an item for deaccession, the Society's records must be reviewed to ensure that the terms of any gift, bequest, or conditional purchase would not be violated. As a courtesy, the Society will make a reasonable effort to contact the Donor or closest living relative and notify them of the deaccession intent and how this action will benefit the collection.*
5. The goal of preserving our collection, and limited gallery space, do not allow the Society to permanently exhibit any artifact.
6. The Donor freely consents and grants the Society, its assignees, licensees, and successors, the right to record his/her name, contact information, and documentary information and images relating to donated artifacts. The Donor's signature also constitutes free consent and permission to use his/her name and biography, and information and images relating to donated artifacts, including but not limited to use on the Society's website, exhibitions, promotional brochures, broadcasts, and transmissions. He/she expressly releases the Society from all claims arising out of the use of his/her name and biography, and documentary information and images relating to donated artifacts including but not limited to claims of invasion of privacy, defamation, and infringement of the right of publicity.

(The full Society Collection Management Policy can be found on their website [www.chelmhist.org](http://www.chelmhist.org))