



Gift Agreement

For donation of a work by the artist of the work

This agreement ("Agreement"), entered this [day] of [month], [year], between [artist name] ("Artist") and the Ohio Feminist Art Museum ("OFAM"), shall govern the rights of the Artist and OFAM with respect to the artwork(s) described herein.

I. Parties

Ohio Feminist Art Museum
68 Nadine PL N
Westerville, OH 43081

[Artist Name]
[Artist Address]
[Artist Contact Information]

II. Artworks

[ALTERNATE A — SINGLE WORK]

The Artist agrees to donate the following artwork(s) to OFAM in furtherance of the museum's charitable purpose.

Title:

Medium:

Size:

Date Created:

Estimated Value of Work*:

Condition of Work:

Framing and Mounting Information:

Documentation:

[ALTERNATE B — MULTIPLE WORKS]

The Artist agrees to donate the works described in the Attached Inventory, hereby incorporated by reference, to OFAM in furtherance of the museum's charitable purpose.

[USE ATTACHEMENT TO DETAIL MULTIPLE WORKS]

**An artist may not deduct the fair market value of a work donated to a 501(c)(3) organization. An artist's deduction is limited to the cost basis of the art (determined by the cost of the*



materials to create the artwork) if both the physical work and the entirety of the copyright is donated to the organization. Consult your accountant or tax professional for further information about the deductibility of your donation.

III. Use of Work

The Artist agrees that the work may be used as OFAM sees fit to further its charitable mission. This includes but is not limited to public display of the work as part a permanent display on OFAM premises, temporary display at external locations, and online display as part of a virtual exhibition.

IV. Deaccessioning

The Artist agrees that should OFAM determine at any point in the future that the work(s) donated are inappropriate for retention OFAM may transfer the work via sale or donation without notice to the Artist.

V. Copyright

[ALTERNATIVE A — NON-EXCLUSIVE TRANSFER OF RIGHTS]

A. Non-Exclusive Transfer of Rights

The Artist hereby grants and assigns the non-exclusive rights to publish, reproduce, display or perform the donated work. The artist retains copyright ownership as the original author of the work but grants OFAM the right to display the work online or in a physical space and to reproduce the work for publicity, merchandising, and fundraising purposes.

[ALTERNATIVE B — EXCLUSIVE TRANSFER OF RIGHTS — MUST BE USED IF ARTIST WANTS CHARITABLE TAX DEDUCTION]

A. Exclusive Transfer of Rights

The Artist hereby grants and assigns all ownership in the copyright of this work to OFAM, including the right to publish, reproduce, display or perform the donated work. These this includes, but it not limited to, the right to display the work online or in a physical space and to reproduce the work for publicity, merchandising, and fundraising purposes.

B. Warranty of Originality

The Artist warrants that the donated work is an original work to which the artist holds exclusive copyright with the exception of any disclaimed material described below.



C. Copyright Registration

- a. This work of art ___ is ___ is not registered with the US Copyright office.
Copyright Registration Number: [CR REGISTRATION NUMBER IF APPLICABLE]
- b. The following aspect of the work are disclaimed in the copyright registration:
[DESCRIPTION OF NON-ORIGINAL MATERIAL INCLUDED IN THE WORK].

VI. Delivery

The Artist shall be responsible for delivering or shipping the donated work to OFAM.

VII. Misc.

- a. **Choice of Law.** This agreement is to be governed for all purposes by and construed in accordance with the law of Ohio.
- b. **Severability.** If any particular term, covenant, or provision of this agreement is determined to be invalid or unenforceable, the invalidity or unenforceability thereof will not affect the remaining provisions of this agreement, which will nevertheless remain in full force and effect.
- c. **Captions.** Any captions or headings to the sections of this agreement are solely for the convenience of the parties hereto, are not part of this agreement, and are not to be used for the interpretation or determination of the validity hereof.
- d. **No waiver.** No waiver or modification of any of the terms of this agreement will be valid unless in writing. No waiver by either party of a breach hereof or default hereunder will be deemed a waiver by such party of any subsequent breach or default.
- e. **Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all pre-existing agreements and understandings between them with respect thereto.



The parties hereby consent to the above agreement.

[Artist] Date

Ohio Feminist Art Museum

By [OFAM Representative, Title] Date

ATTACHMENT — INVENTORY OF WORKS TO BE DONATED

The following works are governed under the attached agreement:

ARTWORK 1

Title:

Artist:

Medium:

Size:

Date Created:

Estimated Value of Work*:

Condition of Work:

Framing and Mounting Information:

Documentation:

ARTWORK 2

Title:

Artist:

Medium:

Size:

Date Created:

Estimated Value of Work*:

Condition of Work:

Framing and Mounting Information:

Documentation:

ARTWORK 3

Title:

Artist:

Medium:

Size:

Date Created:

Estimated Value of Work*:

Condition of Work:

Framing and Mounting Information:

Documentation:

ARTWORK 4

Title:

Artist:

Medium:

Size:

Date Created:

Estimated Value of Work*:

Condition of Work:

Framing and Mounting Information:

Documentation: