



Gift Agreement

For donation of a work of art by an individual other than the artist

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

I. Parties

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

[Donor Name]
[Donor Address]
[Donor Contact Information]

II. Artworks

[ALTERNATE A — SINGLE WORK]

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

Title:
Artist:
Medium:
Size:
Date Created:
Donor’s Estimated Value*:
Condition of Work:
Framing and Mounting Information:
Documentation:

[ALTERNATE B – MULTIPLE WORKS]

The Donor 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]



**To claim a charitable tax deduction for artwork valued above \$5,000 the IRS may require the donor to have the work appraised by a qualified and disinterested appraiser and the donor may be required to file additional paperwork with the IRS. Work valued over \$50,000 will trigger additional scrutiny. Please consult your accountant or tax professional for additional information about the tax deductibility of your donation.*

III. Use of Work

The Donor 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, or online display as part of a virtual exhibition.

IV. Deaccessioning

The Donor 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 Donor.

V. Copyright

The Donor agrees to assign any and all copyright they hold in the work of art in addition to the physical or digital manifestation of the work.

The Donor

Holds all copyright in the work

Owns only the physical object and holds no copyright to the work

Holds limited copyright rights based on an agreement with the author/artist of the work including the following rights:

Right to Display

Right to Reproduce

Right to Distribute

Right to Perform



VI. Warranties

The Donor warrants that, to the best of the Donor's knowledge, the Donor owns the physical property donated and any copyright mentioned in Article V, free and clear of any liens, and the Donor has the full right, power and authority to transfer the work and rights to OFAM.

VII. Recognition of Donor

If different from the Donor, the name of the party to be recognized as having donated work for display to OFAM will be listed on the gallery label and all other publicity or promotional materials as follows:

[INDIVIDUAL OR ORGANIZATIONAL NAME AS IT SHOULD BE USED FOR RECOGNITION]

VIII. Delivery

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

IX. 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.

[Donor]

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:

Donor's Estimated Value*:

Condition of Work:

Framing and Mounting Information:

Documentation:

ARTWORK 2

Title:

Artist:

Medium:

Size:

Date Created:

Donor's Estimated Value*:

Condition of Work:

Framing and Mounting Information:

Documentation:

ARTWORK 3

Title:

Artist:

Medium:

Size:

Date Created:

Donor's Estimated Value*:

Condition of Work:

Framing and Mounting Information:

Documentation:

ARTWORK 4

Title:

Artist:

Medium:

Size:

Date Created:

Donor's Estimated Value*:

Condition of Work:

Framing and Mounting Information:

Documentation: