

DEED OF GIFT

Donor: _____

Address: _____

City: _____ **State:** _____ **ZIP:** _____

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This donation has been received by Western Reserve Historical Society (“WRHS”) as a gift for use in and by the WRHS Library and Archives and/or Museum, and the owner or his/her agent with full authority, desiring to absolutely transfer full title by signing below, hereby gives, assigns, and conveys finally and completely, and without any limitations or reservation, full and complete ownership of the property described below to WRHS, or its successors, and assigns permanently and forever together with any intellectual property rights and copyrights therein and the right to copyright the same, and subject to the conditions noted on page two of the Deed of Gift.

Description of Donation:

Donor Signature

Date

On behalf of the Western Reserve Historical Society, the receipt of this property by the Society’s Research Center is acknowledged, with appreciation:

For the Research Library

Date

Accession Number:

Deed of Gift – Continued

Conditions Governing Gifts:

- It is understood that all gifts are outright and unconditional unless otherwise noted upon this Deed of Gift or a written rider attached hereto.
- Unless otherwise noted on this Deed of Gift or a written rider attached hereto, the Donor agrees that there are no restrictions on access and use of the materials.
- Unless otherwise noted on this Deed of Gift, or written rider attached hereto, the WRHS will have the discretion to manage surplus material.
- This Deed of Gift represents the entire agreement of the parties with regard to the matters set forth herein, and it may be amended only by written agreement accepted and signed by the Donor (or legal representative) and a designated representative of the WRHS.
- It is understood that the donated materials may be reproduced in whole or in part in WRHS publications or distributed via the Internet or by other means, as serves the WRHS mission.
- The Donor on this form has not received any goods or services from the WRHS in return for this gift.
- The staff of the WRHS is not permitted to furnish appraisals. It is the responsibility of the donor to obtain and pay for any appraisals, financial, tax, or legal advice required by the Internal Revenue Service. It is also the responsibility of the donor to seek advice prior to signing or completing any documents from professional advisors regarding the tax, financial, and legal consequences to that donor making a gift.
- Donor agrees that Donor's sole remedy for breach of this Deed of Gift shall be return of the donated items. Donor hereby agrees to release, indemnify, and hold harmless the WRHS and their agents and employees from any and all claims for damages or other relief that may arise from an alleged breach of this Deed of Gift or from the use of the donated materials or items.