



**Ferndale Area
DISTRICT LIBRARY**

Art and Exhibitions Committee

ART DONATION AGREEMENT

I. ACCEPTANCE

At their regular monthly meeting on _____, the Ferndale Public Library Board of Directors (hereafter "board") voted to accept your donation of art to the Ferndale Public Library (hereafter "library"). The board and staff of the library are grateful for your generosity.

II. DONOR

NAME: _____

ADDRESS: _____

PHONE: _____ eMAIL: _____

III. ART WORK

TITLE: _____ Year of Creation: _____

MEDIUM: _____

ART SIZE: _____

FRAMED/UNFRAMED? _____

ARTIST: _____

ESTIMATED or APPRAISED VALUE: _____

IV. PROVENANCE

If the donor is not the artist, please provide, to the best of your ability, a list of the previous owners of the work below:

V. TERMS

By signing below, the donor understands and agrees to the following terms, per Bylaw 15.6.:

- 1.** The donor attests that he/she is the rightful owner of the artwork, and is unencumbered, at the time of donation to the library.
- 2.** The donated art may not always be on display in the library.
- 3.** The donor grants all rights of reproduction of the donated art, whether mechanical or electronic, to the library.
- 4.** Images of the artwork may be used to produce other items, which may be for sale.
- 5.** The donated artwork may be sold, donated, given away, or otherwise disposed of by the library at its sole discretion.
- 6.** As of the date below, the donation becomes final and irreversible.
- 7.** In no event shall the Ferndale Public Library be obligated to pay the donor or any third party any fees or cover any expenses related to the donation, unless agreed to in writing below.

VI. SPECIAL PROVISIONS

Additional provisions or information:

VII. REPRESENTATIONS and WARRANTIES

The artist represents and warrants to the Ferndale Public library that the work included in the exhibition, and any additional advertising or promotional material prepared by the artist do not violate the rights of privacy and/or constitute a libel or slander against any person or legal entity, and that the work will not infringe upon the copyright, confidentiality, or any other rights of any person or legal entity or any third party.

This agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The parties agree and consent that the jurisdiction and venue of all matters relating to this agreement will be vested exclusively in the federal, state and local courts within the State of Michigan. This agreement contains the entire understanding of the parties relating to its subject matter. No change or modification of this agreement will be binding upon either party unless it is made by

a written instrument. A waiver by either party of any provision of this agreement in any instance shall not be deemed to waive such provision for the future. All remedies, rights, undertakings, and obligations contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either party. Should any provision of this agreement be determined to be void, it shall not affect the validity of any other provision of this agreement.

VIII. SIGNATURES

For the Ferndale Public Library:

SIGNATURE

PRINTED NAME

POSITION

DATE

The Donor:

SIGNATURE

PRINTED NAME

DATE