

**DEED OF GIFT AND AGREEMENT BETWEEN \_\_\_\_\_ AND ART CONNECTION-RI**

“Artist/Donors” (as listed below) gives to (“Donee”), the works of art described on the attached **Exhibit A** (the “Artwork”)

In consideration of the acceptance of this gift by Donee, Artist/Donor covenants with Donee that Artist/Donor is the lawful owner of the Artwork, that no one but the Artist/Donor has any claim of ownership to or lien encumbering the Artwork, that Artist/Donor has good right and title to give the Artwork to the Donee, and that the Artist/Donor will hold the Donee harmless from the lawful claims and demands of all persons resulting from or arising out of a breach of said covenants.

In consideration of its receipt of the Artwork, Donee agrees:

- to take reasonable precautions to protect and preserve the Artwork in perpetuity.
- to exhibit the Artwork where it may be viewed by the public, or those persons served by the Donee;
- not to permit the Artwork to be altered or defaced;
- not to sell or dispose of the Artwork {without first obtaining the consent of the Donor, which consent shall not be unreasonably withheld};
- to notify Art Connection-RI and the Artist/Donor if artwork is damaged, lost, or misused
- to notify Art Connection-RI and the Artist/Donor of any address change for the Donee; and
- to notify Art Connection-RI and the Artist/Donor of any change in the Donee's charitable status, or if the Donee is merged, dissolved, or terminated, and, in the event of such merging, dissolution, or termination, either
  - (a) to donate the Artwork to a suitable ongoing charitable organization, with the consent of the Artist/Donor (or the consent of Art Connection-RI), such consent not to be unreasonably withheld; or
  - (b) to promptly return the Artwork to the Artist/Donor or to Art Connection-RI, whereupon the Artwork will be made available for selection by another charitable organization.

Donee further agrees not to permit the Artwork to be reproduced without the Artist/Donor’s written permission, and to abide by any special restrictions listed on **Exhibit B** attached hereto.

Donee certifies that it currently qualifies as a tax-exempt charitable recipient under Section 170 of the Internal Revenue Code.

Donee hereby acknowledges receipt of the Artwork; however, Donee also acknowledges that Donee receives no copyright interest in or to the Artwork.

ACRI makes all its accepted art available to nonprofits during the art selection process. Most art is selected over time, however, from time-to-time, select art does not fit the desires of our nonprofits. In those cases, ACRI retains the right to offer such art for sale to fund its operations, to repurpose art frames for other non-framed art, and/or to dispose of any unselected art.

WITNESS the execution hereof under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

---

**Representative Signature**

---

**Print Name**

---

**Title of Signatory**

---

**Art Connection-RI Program Manager (signature)**

---

**Adrienne Wooster**

---

**Print name**

EXHIBIT A:

ARTWORK LISTED HERE

EXHIBIT B:

RESTRICTIONS LISTED HERE

*This document is provided as a courtesy by Art Connection-RI, which assumes no liability for its use and neither warrants nor represents it to be appropriate or correct for any given transaction. If you have any questions about this agreement, you should consult an attorney before signing.*