

Deed of Gift

I (We) hereby irrevocably and unconditionally convey, donate, give, and deliver to Tryon Fine Arts Center (“TFAC”) all rights (including copyrights), title and interest in and to the item(s) listed below. I (We) affirm that I (we) own said item(s) and have complete right, title, and interest in said item(s) and that the item(s) is/are not subject to any liens, claims or encumbrances. By my signature, I assert my understanding of the above conditions and those listed on the back of this agreement.

This gift is given to TFAC for its fundraising purposes as it deems appropriate. I understand that it is up to the TFAC Board of Directors to accept this donation.

Description of Item(s)

(Include artist, title, date, medium)

Image of the item(s)

I(We) wish the gift to be identified as:

Gift of:

Name of Donor (please print):

Email and phone:

Address:

SIGNATURES

TFAC hereby accepts the gift(s) described above.

Signature of TFAC Executive Director

Date

Signature of Donor/Donors

Date

ACQUISITION AND DISPOSITION POLICY OF TRYON FINE ARTS CENTER

TFAC is organized and operated for educational purposes and is tax-exempt as a 501(C)3 non-profit entity.

TFAC does not appraise item(s) given to TFAC.

Donors may have items appraised prior to donation.

If the donor(s) wishes an authorized agent of TFAC to sign the appropriate IRS documents regarding the gift (8283 form), a copy of the appraisal documents with values must be filed with TFAC.

Items not on public display are generally available to scholars and researchers.

ACQUISITIONS

TFAC may acquire items under the following conditions:

1. Item(s) relevant to and consistent with the mission and activities of TFAC
2. Item(s) for which TFAC can provide proper storage, protection, and preservation
3. Item(s) may be acquired through gifts, purchases, or transfers.

TFAC will not accept items with restrictions or conditions. All title and any applicable copyright for item(s) become the sole property of TFAC and are obtained free and clear for use or future disposition. TFAC may make an exception in cases where the donor does not own the copyright, in which case TFAC will make every effort to establish copyright ownership.

All items obtained for TFAC are the property of TFAC and not that of any individual paid or unpaid staff member of TFAC.

TFAC will not accept items which have been illegally imported or exported as set forth in the 1970 UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export, and Transfer of Ownership of Cultural Property, or subsequent agreements, or applicable state or federal statutes.

TFAC does not guarantee that donated items will be placed on display, to keep donated items together as a unit, or to acknowledge publicly the donor's name with each item exhibited.

Recommendations on the acquisition of items for TFAC's collection will be the responsibility of the TFAC Board of Directors together with the Executive Director.

TFAC will keep and maintain complete accession records for all items acquired for the collection.

DEACCESSIONING AND DISPOSING OF ITEMS FROM THE COLLECTION

Deaccessioning of an item(s) may be considered at any time when items no longer align with TFAC's mission, no longer continue to be relevant and useful to the purposes and activities of TFAC, can no longer be properly stored, preserved, or when it is in the best interest of improving the collection.

Items will be deaccessioned only upon recommendation of the Board of Directors together with the Executive Director.

Deaccessioned items **will not be returned to donors.**

I, the undersigned, acknowledge that I agree to the terms and conditions stated in this agreement.

Initial _____