



1310 South Third Street • Louisville, KY 40208 • (502)635-5083 • filsonhistorical.org

Deed of Gift

I, the undersigned Donor, hereby donate and convey to the Filson Historical Society (hereinafter Filson), subject to the Terms and Conditions attached hereto, all rights, title, and interest that I possess in the physical property (hereinafter Gift) described in Section 2 below. The Filson, for its part, agrees to provide reasonable care and administration of this Gift and to provide access to this Gift to our members, researchers, and the public.

1) Donor Information:

Full Legal Name: _____

Street Address: _____

City/State/Zip: _____

Telephone Number: _____

Email Address: _____

2) Description of Gift: Please list out a detailed description of the item(s)/material(s) you wish to donate. Attach additional pages as needed.

3) Provenance: Please provide as complete of history as possible about the Gift including how the Gift came into your possession, any documentation with respect to the history, your ownership, conservation, or restoration work that may have been complete prior to donation, and prior ownership history if applicable. Attach additional pages as needed.

4) Gift Use and Restrictions

The Donor agrees that these items/materials will be made available for research and public use according to the established policies and procedures of the Filson. Items/materials may be reproduced for internal and external publications (print and online), documentary/tv, exhibition (physical and online), social media, educational outreach, educational loans, and programming.

Credit Line:

Please indicate how you would like to be acknowledged in any news releases, online & physical exhibit labels or publicity regarding this donation): _____

_____ Initial here if you **do not** want public acknowledgement of your donation on the exhibit label.

Please list any restrictions if applicable. NOTE: *All restrictions are subject to the approval of the Filson.*

5) Intellectual Property

I affirm that I lawfully own or am an Authorized Representative of the items/materials represented in this Gift described above or on other attached pages(s), have the right to convey the items/materials are free and clear of all liens, claims, and encumbrances. Legal title and physical custody of the items/materials shall pass to the Filson upon delivery to a Collections Director/Curator or designated Filson staff member.

This section deals with the copyright, literary rights, artist rights, or patents (collectively, “Intellectual Property Rights”) that may be associated with the physical materials being donated. Please check one of the following:

- The Donor does not own the intellectual property rights, nor knows who owns the rights.
- The Donor does not own the intellectual property rights but knows the following individual(s) does. Please list out who owns the intellectual property rights:
- All intellectual property rights held by the Donor are transferred to the Filson.
- All intellectual property rights held by the Donor are transferred to the Filson, except for the following:
- The Donor shall retain intellectual property rights, but conveys the following rights to the Filson:

6) Separations:

Not every item in a collection is of sufficient historical value to warrant the cost of permanent retention. Due to our limited space and the increasing size of historical collections, Collections staff must review the contents of each collection to determine what material is of a truly substantive nature and what items are routine and duplicative. Such material is then separated from the material being retained.

Items not retained during the initial processing should be:

- Discarded
- Returned to me or my legal heirs.

* If the Filson does not want certain items/materials, the Filson will notify the Donor in writing of the items/materials it does not wish to retain. If the Filson does not hear back from the Donor in 4 weeks from the date of notification, the Filson may proceed with the disposal of these items/materials by whatever means it sees fit.

7) Terms and Conditions of Donation

The Filson accepts the Donor's Gift (and if applicable, Intellectual Property rights per agreement in Section 5,) subject to the following terms and conditions.

- A. By execution of the Deed of Gift, Donor expressly represents and warrants to the Filson said Donor is the sole lawful owner of title to the Gift or that Donor is fully authorized by such owner to enter this Deed of Gift. Donor further represents that the Gift is free and clear of all encumbrances, that there has been no prior pledge, or gift of any part thereof to any person, and that Donor has the right to give or transfer the Gift.
- B. Donor acknowledges that upon execution of this Deed of Gift, the Gift irrevocably become the property of the Filson. The display, use, maintenance, and disposition of the Gift are at the Filson's sole discretion based on the terms in Section 6.
- C. Donor acknowledges and agrees to the Filson reformatting and migrating existing digital materials to new technical environments as appropriate for preservation and/or access.
- D. Sensitive items/materials identified by the Donor at the time of donation or discovered by the Filson staff during processing, may be restricted in accordance with federal laws including the Health Insurance Portability and Accountability Act (HIPAA) and Native American Graves Protection and Repatriation Act (NAGPRA) as defined in the Filson Collections Management Policy.
- E. Donor represents and warrants that no customs laws, tax laws, laws of inheritance, or other laws or regulations applicable to the Gift, its export or import, have not been broken.
- F. Donor represents and warrants that there are no claims, judgments, liens, or other encumbrances of any kind whatsoever against the Gift, any portion of, or title to it.
- G. The Internal Revenue Service has determined that the Filson is organized and operates exclusively for educational purposes and is exempt from federal income tax pursuant to Section 501 (c)(3) of the Internal Revenue Code. The Filson does not advise donors on tax matters and suggests that Donor direct any questions regarding donations as charitable contributions to Donor's tax advisor or an office of the Internal Revenue Service. The Filson does not appraise donations but will make the Gift available to an appraiser selected and paid for by the Donor, at their request.

Donor(s) Name Printed

Filson Representative

Donor(s) Signature

Date