

Bratenahl Historical Society Gift Agreement

The Undersigned ("Donor") hereby donates to the Bratenahl Historical Society ("BHS") a collection of materials ("Collection") more particularly described on the attached inventory, **Attachment A**, which is incorporated herein by reference. Any additional materials that the Donor gives to the BHS will be governed by the terms of this agreement unless the Donor and the BHS agree upon different terms in a writing made in advance of such additional gift.

The Donor hereby transfers and assigns to the BHS such intellectual property as the Donor may own in the Collection.

The Donor warrants that, to the best of the Donor's knowledge, the Donor owns the physical property in the Collection, free and clear of any liens, and the Donor has the full right, power and authority to transfer the Collection to the BHS.

The Donor may access the Collection during the BHS's normal business hours, consistent with the BHS's practices and procedures governing access by the general public.

In the event that the Donor wishes to borrow materials from the Collection, the parties will enter into an agreement of loan for the borrowed materials. The Donor shall pay any costs associated with borrowing such materials.

Should the BHS determine that any part of the Collection is inappropriate for retention, it may dispose of such materials without notice to Donor.

The parties have signed this agreement effective as of the last date of signature.

Donor

For the BHS

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____