



# HASTINGS PUBLIC LIBRARY

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## DEED OF GIFT

**NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

Description of Gift:

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To whom should this gift be attributed:

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### Terms and Conditions

The Hastings Public Library has accepted the donor's gift of materials listed above, subject to the following terms and conditions:

- A. The donor expressly represents and warrants to the Library that they are the sole lawful owner of title to the materials or that donor is fully authorized by such owner to enter into this deed of gift. The donor further represents that the donated materials are free and clear from any and all encumbrances, that there has been no prior pledge, option of gift of any part thereof to any person, and that the donor has the right to give or transfer the materials.
- B. The Internal Revenue Service has determined that the Hastings Public Library is organized and operated exclusively for educational purposes and is exempt from federal income tax pursuant to Section 501(a) and (c)(3) of the Internal Revenue

Code. The Library does not advise donors on tax matters and suggests that donor direct any questions regarding donations as charitable contributions to the donor's tax advisor or an office of the Internal Revenue Service. The appraisal or establishment of an item's value for tax purposes is the responsibility of the donor and must be completed before the materials are donated. The donor may receive further information on valuation of property from the Internal Revenue Service.

- C. The donor acknowledges that upon execution of this deed of gift, all rights, title and interest, including all copyright, trademark, and related interests to the donated materials shall transfer to the Library with exceptions as noted here:
- a. The donor retains copyright with the ability to reproduce, publish and otherwise distribute items listed below. The donor authorizes the Library to reproduce, publish and otherwise distribute these same items for non-commercial and educational purposes, including making them available online.
  - b. Items: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- D. There shall be no restriction on the Library's use of the gift.
- E. The location, retention, cataloging, preservation and disposition of the donated materials by the Library will be conducted in its discretion in accordance with Library policy and applicable law.
- F. The donated materials shall be made available to the public at the discretion of the Library. The donated materials may be displayed physically, digitized, or otherwise reproduced or reformatted by the Library. Images of the donated materials may be displayed via the Internet.
- G. The Library may provide digital images of the donated materials to other nonprofit organizations for the purpose of preservation or to make them more widely available.
- H. The Library is authorized to dispose of any duplicate or inappropriate material which it determines to have no permanent value to the collection.

By my signature below, I acknowledge reading the information above and accept the terms and conditions:

_____	_____	_____
Signature (Donor/Agent)	Name (print)	Date
_____	_____	_____
Signature (Donor/Agent)	Name (print)	Date

THE GIFT DESCRIBED IS ACCEPTED FOR HASTINGS PUBLIC LIBRARY		
_____	_____	_____
Signature (Library Director)	Name (print)	Date