**Donee Agreement**

Thank you for your interest in receiving works of art available for donation through Art Connection-RI. As you know, the purpose of our organization is to help connect willing donors and charitable recipients of artwork so that such artwork can be seen and enjoyed by the public or those persons served by the organizations. We look forward to serving you in this regard.

Because we are a charitable entity and are performing a service that we believe to be of benefit to both you and to donors of artwork, we must limit our liability for performing this service. For example, while we will endeavor to place donated artwork with you, we cannot guarantee that we will be successful in doing so, nor can we guarantee that works shown to you will always be available. We also cannot accept any liability for claims you might have involving the artwork itself.

Therefore, by signing this letter, you agree, for your organization and for its successors, heirs and assigns, to hold us harmless from all claims against us resulting from or connected in any way with the donation of any artwork through our efforts, title to or authenticity of the donated artwork, or the donated artwork itself. For example, if someone were injured by artwork received by you, you agree to give up any rights you might have to a claim against us for such injuries.

Furthermore, you agree that all artwork which you receive through our efforts will not be reproduced without the written permission of the artist or the holder of the copyright in such artwork. You will sign a Deed of Gift and Agreement, which will hold you accountable for certain responsibilities to each art donor.

As we require all our listed recipients to be charitable entities, you hereby affirm that your organization currently qualifies as a charitable recipient under Section 170 of the Internal Revenue Code, and you agree to inform us immediately, in writing, if your status as such should change. (Please attach proof of charitable status.)

Also, we both agree that if any part of this agreement is later deemed to be invalid or void by a court of law, the remainder of our understanding will remain in effect unless the removal of the invalid or void provisions would substantially alter the intent of the agreement. And finally, we agree that either of us may terminate this agreement at any time by giving the other ten (10) days written notice. However, the provisions of this agreement shall survive such termination as to all artwork already received by you.

Pending your agreement to the stipulations in this Donee agreement, we will move forward with the application process. Upon selecting artwork for your agency, you will also be sent a binding Deed of Gift for each art work that is selected, transferring ownership of this artwork from the Donor to you, the Donee. Please indicate your agreement to the terms of this letter by signing one copy where indicated below and returning it to us.
Sincerely,

Art Connection-Rhode Island.

Donee Organization ____________________________________________________________

Signature of Agency Representative ____________________________________________

Title of Agency Representative ________________________________________________

Date ______________________________________________________________