DONOR AGREEMENT
(Individual Gift)

The undersigned, hereafter “Donor”, desires to make an outright donative transfer of the below described materials to the Presque Isle District Library, hereafter “Library”, whose address is 181 East Erie Street, Rogers City, Michigan 49779. The Donor represents and warrants that he/she is vested with exclusive and undisputed ownership of the below described materials and does hereby transfer, give, grant and convey to the Library all of the Donor’s rights, title and interest in and to them. This donation is intended to be irrevocable and binding upon the heirs, legal representatives, successors and assignees of the Donor.

The Donor warrants he/she DOES ___________/DOES NOT __________ own the copyrights to these materials. The Donor warrants that no others own the copyrights to these materials.

The donative transfer constitutes an unrestricted and unqualified donation and expressly includes a transfer of any and all copyrights to the donated materials possessed by the Donor. The Donor further understands and agrees that the donated materials may be copied, stored, exhibited, published by the Library and/or its patrons and used in any other manner which the Library may deem appropriate without restriction or limitation. The Donor expressly waives any and all claims against the Library which might arise as a result of the use of such materials by the Library. The Donor further agrees that the Library does not waive sovereign immunity by entering this agreement or accepting the donation and each specifically retains immunity and defenses available to them as sovereigns pursuant to all state and federal laws.

Description of Donated Materials
Acceptance of this donation indicates the intent of the Library to maintain the materials on a permanent basis for public use. However, Donor is advised that future changes including but not limited to organization, policy, collection philosophy or available storage space may necessitate a reevaluation of such holdings, resulting in divestment and possible destruction of these materials.

The Donor shall release, indemnify and hold harmless the Library and their officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of Donor’s donation pursuant to this agreement.

_________________________________________  ______________________________________
Donor Signature                            Library Director Signature

_________________________________________  ______________________________________
Date                                       Date

_________________________________________
Donor Name (please print)

_________________________________________
Donor Address

_________________________________________
Donor Phone Number                            Donor Email

Donor: All or part of the offered collection may be declined by the Library. Please indicate your preference for the disposition of unwanted items by initialing one of the options below:

Destroy ___________________________   Return to Donor ___________________________

Adopted: October 5, 2017
Rev: 9/2017sd