



PRESQUE ISLE DISTRICT LIBRARY

Accession No. _____

**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

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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