

DONATIONS PENDING REVIEW

Temporary Receipt # _____

Donor (Full Legal Name) _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Mobile Phone: _____

Business Phone: _____ E-mail: _____

As Required by law [MCL 399.603 §3(a)(ii)], please list an alternate contact person:

1st Contact: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Mobile Phone: _____

Business Phone: _____ E-mail: _____

By these present, I the Donor give these objects as described on the Donation Information Checklist by way of gift, all right, title, and interests (including copyright and trademark) to the Heritage Museum of Newaygo County (HMNC). Furthermore, I affirm that I have the full authority and power to enter into this agreement, that I have read the conditions above and on the back of this form, and that I agree to be bound by them. I acknowledge that the Heritage Museum of Newaygo County (HMNC) reserves the right to determine if and/or when an accepted gift will be exhibited.

If object(s) are refused by the ARC: (Check only ONE)

_____ I want the object(s) returned to me. _____ Museum is to decide what to do with items.

Donor Signature: _____ Date: _____

Museum Signature: _____ Date: _____

CONDITIONS GOVERNING DONATIONS PENDING REVIEW

Care, Handling and Condition

1. The Heritage Museum of Newaygo County (HMNC) will exercise the same care with respect to the object(s) on deposit as it does with comparable property of its own.
2. The HMNC will not alter, clean or repair objects on deposit until ARC decision has been made unless items poses a threat to the permanent collection, which only then minimal preventative measures will be taken.
3. The Donor certifies that the objects are in a good condition and will withstand ordinary strains of handling and examination.

Insurance

1. The HMNC does not specifically ensure any object on deposit nor is any object on deposit specifically insured under any insurance policy procured by the HMNC. Therefore, insurance of the object(s) is the sole responsibility of the Donor.
2. The risk of loss or damage of any kind is solely upon the Donor. The Donor accepts this risk of loss or damage and shall hold the HMNC harmless from any responsibility for the condition of objects on deposit, even if the loss or damage is the result, in whole or in part, of any act or omission of the HMNC or any agent, employee or representative of the HMNC, its Board of Directors or volunteers, regardless if such act is characterized as negligence.

Reproduction and Credit

1. The HMNC assumes the right, unless specifically denied by the Donor, to photograph the object(s) placed on deposit for documentation purposes only. Other use is to be covered by a separate formal agreement.

Ownership and Change in Ownership or Address

1. The Donor hereby warrants that he/she has full legal title and copyrights to the gifted object(s) or that he/she are the duly authorized agent of the owner or owners of them. The Donor will indemnify, defend and hold the HMNC harmless from any loses, damages and expenses, including attorney fees, arising out of claims by individuals institutions or other persons claiming full or partial title or copyright to the items.
2. The Donor is required to provide the HMNC promptly in writing of any change of owner's address or change of ownership of the items in custody whether by reason of death, sale, insolvency, gift or otherwise. If ownership shall change during the period of custody, the HMNC reserves the right to require the new owner, prior to the return of the object(s) to establish his or her right to possession by proof satisfactory to the HMNC. The new owner shall succeed to Donor's rights and obligations under this agreement, including, but not limited to, the custody period and any insurance obligations.

Custody Period, Extension, Return

1. The HMNC holds no obligation to accession an object(s) to the HMNC 's permanent collection. If an item is not accepted for the permanent collection, it may be recommended for one of the HMNC's supplemental collections, such as education, HMNC research library, or properties.
2. The gifted object(s) will be held by the HMNC for up to three months after it has been considered by the Artifact Review Committee (ARC) and notification of their decision has been sent to the address of record. If the object(s) is not retrieved after the said review and notification; upon the expiration of the three-month period, a second notice will be sent as a reminder and a grace period of another three months will be available.
3. If the Object(s) is not retrieved by the Donor within three months of said second notice, a NOTICE OF LOAN TERMINATION will be sent to the above listed address, as required by law, and the object(s) will be retrieved by the donor lender or become the property of the HMNC as stipulated by The Museum Disposition of Property Act, Act 24 of 1992. A copy of said law is available upon request.
4. Unless the Donor requests otherwise in writing, the HMNC will release the items only to the Donor or Donor's spouse.

Interpretation

1. This agreement constitutes the entire agreement between the Donor and the HMNC and may be amended or modified only in writing signed by both parties. Any changes herein of printed text or written additions must bear the signature of both parties. This agreement shall be governed and interpreted according to the laws of the State of Michigan.
2. If the terms of this agreement conflict with the forms, agreements or correspondence of the Donor, the terms of this agreement will be controlling.

Donation Information Checklist

The Artifact Review Committee of the Heritage Museum of Newaygo County select which donations or items will be added to our collection. Specific Criteria including a donations history/provenance, connection to Newaygo County, size, condition, and benefits to our collection are all considered.

Please complete this portion of the form with as much information as possible:

General Description:

History/Anecdote (additional space provided on back):

Items owned/found

- Found by: -----
- Date found: -----
- Location found: -----

Items owned by someone other than donor:

- Owned by: -----
- Date own: -----
- Location owned: -----

Items that have been made

- Made by: -----
- Date made: -----
- Location made: -----

Please circle Yes or No for the following:

- If item(s) from this donation are referred to a supplemental collection such as Education or Exhibit Development would this be acceptable to you?

- If item(s) not accepted can they be offered to Terry Wantz Historical Research Center?

- Does this donation relate to the history of Newaygo County?

- Is this donation in appropriate condition for display, exhibit, or study?

- Do you have free and clear title of this donation?

- Could anything in this donation be hazardous or dangerous to staff or current collection?

INFORMATION SHEET FOR POTENTIAL DONATIONS

The Heritage Museum of Newaygo County is pleased to consider artifacts, photos, and archival materials pertaining to Newaygo County for donation to its collection. All donations are considered by our Artifact Review Committee (ARC), based on selected criteria.

Please understand that we cannot give appraisals; nor may we accept donations from a third party, or with conditions attached.

All items left for the ARC for consideration must be accompanied by:

- A “Donation Pending Review” form, which must be read and filled out as completely as possible, including the Donation Information Checklist with description and all known historical information that will assist with making an informative exhibit. (Please take the time to record as much information about the object’s origin as possible, including any human-interest story.)
- If your item(s) are too large for one person to carry in, please submit a photo of the item for consideration rather than the item itself.

Please keep in mind that the Heritage Museum of Newaygo County holds no obligation to accession an object to the permanent collection. If an item is not accepted for the permanent collection, it may be recommended for one of the museum’s supplemental collections, such as Education, Research, or Exhibit Development, or offered to the Terry Wantz Historical Research Center. ARC is not obligated to accept items offered for consideration.

Please be prepared to either retrieve your item(s), or sign and return the formal Deed of Gift agreement once you are notified of the Committee’s decision, since we do not have space for holding such items long term.

Thank you for considering the Heritage Museum of Newaygo County for your donation(s). It is your interest in preserving the history of Newaygo County that helps make a great museum.