



# DONATION PENDING REVIEW

Receipt # \_\_\_\_\_  
(White to NCMHC / Yellow to Donor)

Name: \_\_\_\_\_  
Full Legal Name

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

1st Contact \_\_\_\_\_ Phone (Home) \_\_\_\_\_ Cell \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Attach Object List(s)** with detailed information in case we are unable to reach you.

Total number of objects: \_\_\_\_\_

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.

*I (the Donor) have placed into the custody of the Newaygo County Museum and Heritage Center (NCMHC) the objects as described on the attached object list(s) to be considered for donation by the Artifact Review Committee (ARC). I Acknowledge 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.*

Donor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\* I have provided the donor with a copy of this form, object list(s), and the yellow numbered receipt. \*\***

Name of Greeter/Volunteer/Staff \_\_\_\_\_ Date: \_\_\_\_\_

-----Collection Department use below this line -----

Date of Review: \_\_\_\_\_ Accepted: \_\_\_ Yes \_\_\_ No Reason: \_\_\_\_\_

Date of Notification Letter: \_\_\_\_\_ Date of 2nd Notice: \_\_\_\_\_ Date of DOG Return: \_\_\_\_\_

Date returned to donor: \_\_\_\_\_ Donor Signature: \_\_\_\_\_

Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Other Disposition or Accession #s : \_\_\_\_\_

## **CONDITIONS GOVERNING DONATIONS PENDING REVIEW**

### **Care, Handling and Condition**

1. The Newaygo County Museum and Heritage Center (NCMHC) will exercise the same care with respect to the object(s) on deposit as it does with comparable property of its own.
2. The NCMHC will not alter, clean or repair objects on deposit without transfer of the object to ownership of the NCMHC or other formal written agreement
3. The Donor certifies that the objects are in a good condition and will withstand ordinary strains of handling and examination.

### **Insurance**

1. The NCMHC does not specifically insure any object on deposit nor is any object on deposit specifically insured under any insurance policy procured by the NCMHC. 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 NCMHC 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 NCMHC or any agent, employee or representative of the NCMHC, its Board of Directors or volunteers, regardless if such act is characterized as negligence.

### **Reproduction and Credit**

1. The NCMHC 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 objects placed on temporary custody (regarded as a temporary loan), or that he/she is the duly authorized agent of the owner or owners of them. The Donor will indemnify, defend and hold the NCMHC harmless from any losses, 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 NCMHC 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 NCMHC 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 NCMHC. 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 NCMHC holds no obligation to accession an object(s) to the NCMHC's permanent collection. If an item is not accepted for the permanent collection, it may be recommended for one of the NCMHC's supplemental collections, such as education, NCMHC research library, or properties.
2. The object(s) on deposit will be held by the NCMHC 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 or a formal Deed of Gift or formal donation form signed and returned 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 NCMHC 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 NCMHC 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 NCMHC 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.