

## Cincinnati Museum Center Terms and Conditions

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## **Deposit Terms and Conditions**

- 1. Materials deposited with CMC/NURFC shall be given proper care to insure against loss, damage or deterioration.
- 2. Depositor is responsible for establishing valuation. CMC/NURFC staff cannot provide value information. Depositor should be able to provide documentation to the museum supporting the list valuation should CMC/NURFC\$ insurance agent require such documentation.
- 3. For items deposited as potential gifts to CMC/NURFCop Permanent Collection, this Deposit does not constitute formal acceptance of named items. If the museum accepts the gift offer, the Registrar will issue a Deed of Gift or Gift Acknowledgement letter. Upon receipt of the signed Deed of Gift from the Depositor, ownership of the items will transfer to the museum. In the case where the Depositor does not sign and return the Deed of Gift, the donation will be considered as an unsolicited gift to the museum with rights of ownership and use. [See page 2 for the Deed of Gift Terms and Conditions]
- 4. Per Ohio Revised Code Section 3385.06, the Depositor is responsible for informing the Registrar of any change in ownership, address or telephone number while named items are on deposit with the museum. Changes in address or ownership should be sent to: Registrar, Cincinnati Museum Center, 1301 Western Avenue, Suite 2253, Cincinnati, OH 45203 or collections@cincymuseum.org
- 5. This agreement is in accordance with Ohio Revised Code Sections 3385.01-3385.10. A copy of these sections is available from the Registrar or on online at the Ohio Legislature website, <a href="http://www.legislature.state.oh.us/">http://www.legislature.state.oh.us/</a>

May 3, 2020

## **Deed of Gift Terms and Conditions**

- The mission of the Cincinnati Museum Center/National Underground Railroad Freedom Center Collections and Research Division is to collect and preserve select objects and records documenting natural history, science and regional history.
- 2. This Deed of Gift is an agreement between the Donor(s), as named on the face, and Cincinnati Museum Center/National Underground Railroad Freedom Center. Any variation in terms must be recorded in writing on the face of this document and approved in writing by both parties.
- 3. Donor(s) certifies that to the best of the Donorcs knowledge the Gift has been obtained in an ethical and legal manner.
- 4. Donor(s) transfers all rights of copyright, trademark and related interests to Cincinnati Museum Center/National Underground Railroad Freedom Center. The Museum may reproduce, transcribe or copy any or all portions of the Gift.
- 5. Donor(s) grant full discretion to Cincinnati Museum Center/National Underground Railroad Freedom Center as to display, conservation, research, education, use, and disposition of gifts.
- 6. In the event that the Donor does not return the signed Deed of Gift, the Registrar will make all reasonable effort to secure the Donor's signature. If after 90 days, the Donor has not signed and returned the Deed of Gift and has not notified Cincinnati Museum Center/National Underground Railroad Freedom Center in writing that he/she does not wish to transfer title to the Museum, per Ohio Revised Code section 3385.06, the items shall be deemed an unrestricted gift to Cincinnati Museum Center/National Underground Railroad Freedom Center. Final disposition of the items shall be determined by Cincinnati Museum Center/National Underground Railroad Freedom Center.
- 7. Gifts to Cincinnati Museum Center/National Underground Railroad Freedom Center may be tax deductible. Cincinnati Museum Center/National Underground Railroad Freedom Center staff cannot appraise gifts to the Museum. For the protection of the Donor(s), it is suggested that an appraisal by an outside source be secured before title is conveyed to Cincinnati Museum Center/National Underground Railroad Freedom Center.
- 8. The Donor(s) received no goods or services in exchange for this gift.
- This agreement is in accordance with Ohio Revised Code Sections 3385.01-3385.10. A
  copy of the law is available upon request from the Registrar or online at
   www.legislature.state.oh.us