

**Appendix C**

**Des Moines Historical Society**  
**DEED OF GIFT**  
**(Collections & General Usage)**

I own the material(s) described below and voluntarily donate them to the Des Moines Historical Society to become its permanent property and to be administered in accordance with established policies. The purpose and intent of this gift is to transfer and assign all rights, title and interest I possess to these materials to the Des Moines Historical Society, except as specified below. The property can be used, exhibited, loaned, used for research, retained or disposed of at the discretion of the Des Moines Historical Society.

**Description of material(s):**

\_\_\_\_\_  
**Signature of Donor or Agent**

\_\_\_\_\_  
**DMHS Authorized Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**Donor Name:**

**Donor Address:**

**Donor Phone:**

**Donor e-Mail:**

**The Des Moines Historical Society  
TERMS AND CONDITIONS FOR DONATIONS**

1. All donations will be outright, unconditional, and irrevocable gifts to the Des Moines Historical Society (DMHS), and will become the complete and total property of DMHS at the time of the Donor's signature on the Deed of Gift.
2. Donations may be tax deductible. However, DMHS will provide no appraisal of the gift. It is the responsibility of the Donor to obtain this.
3. If the Deed of Gift has not been signed by the Donor after 90 days of notification of its acceptance for the DMHS collection, the artifacts listed on the Deed will become the property of DMHS, without any liability accruing to DMHS or its agents or employees.
4. Because interests and objectives change and subsequent acquisitions may be in better condition or more useful for DMHS purposes, no guarantee can be made that the artifacts on the face of this agreement will always remain under ownership of DMHS or in the collection designated herein. If removed from the DMHS collections at any point, these artifacts will not be returned to the original Donor, but will be handled according to the current Collecting Plan & Policy. DMHS is not required to notify the original Donor of an artifact's removal from the collections.
5. The goal of preserving our collections, limited space, and the policy of changing exhibitions do not allow the Des Moines Historical Society to permanently exhibit any artifact.
6. The Donor freely consents and grants the Des Moines Historical Society, its assignees, licensees, and successors, the right to record his/her name, contact information, and documentary information and images relating to donated artifacts. The Donor also consents and grants the aforementioned parties the right to use, adapt, publish, print, broadcast, transmit, and distribute worldwide, in whole or in part, in any and all languages, in any and all media and formats now known or hereinafter devised, and the right to sublicense the publication, exhibition, broadcast, transmission, distribution, and translation rights now and in the future, with the exception of private contact information.

The Donor's signature also constitutes free consent and permission to use his/her name and biography, and information and images relating to donated artifacts, including but not limited to, use on the DMHS Web site, exhibitions, promotional brochures, broadcasts, and transmissions. He/She expressly releases DMHS from any and all claims arising out of the use of his/her name and biography, and documentary information and images relating to donated artifacts including but not limited to claims of invasion of privacy, defamation, and infringement of the right of publicity.