



## Polk State College Foundation Art-Donation Agreement

Polk State College Foundation, 999 Avenue H, NE, Winter Haven, Florida 33881, hereinafter referred to as "PSCF", does hereby agree to accept as a donation for **public display** at Polk State College "PSC" from the undersigned Donor that certain work of art described below, hereinafter referred to as "Artwork", pursuant to the terms and conditions set forth herein.

1. The donor of the artwork, hereinafter referred to as "Donor", who has entered into this Agreement is:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

2. If different from the Donor, the name of the party to be recognized as having donated work for display to PSC will be listed on the gallery label and all other publicity or promotional materials as follows:

\_\_\_\_\_

3. The work of art subject to this Agreement is **described** as:

\_\_\_\_\_

Artist's Name: \_\_\_\_\_

Title of Artwork: \_\_\_\_\_

Year \_\_\_\_\_ Medium \_\_\_\_\_ Size \_\_\_\_\_

\$ \_\_\_\_\_  
Donor's Estimated Value

4. **Term of Agreement / Dates:**

The referenced artwork will be delivered and installed on PSC's campus on:

Date: \_\_\_\_\_ and will be displayed for the life of the artwork.

5. Initial location to be displayed (as buildings are renovated and as PSC builds new facilities, this display location is subject to change):

Campus: \_\_\_\_\_

Building/Room: \_\_\_\_\_

6. **Delivery:** The Owner will be responsible for delivering the artwork to PSC on the date as set forth above in item #4.

7. **Insurance:** PSC shall take reasonable and appropriate steps to preserve and protect the Artwork. However, as with any public display, PSC does not warrant or guarantee the safety or condition of the Artwork. The Artwork will be covered generally under PSC's current existing insurance program. The Donor is hereby informed that PSC's insurance program has a deductible of \$5,000.<sup>00</sup> per item or \$10,000.<sup>00</sup> per occurrence, and that the valuation of artwork can be a disputed issue with insurance companies.

8. **Labeling:** The Artwork, while on display by PSC, shall be labeled to contain the appropriate donor/artist information as captured in Sections 1 to 3 above; as will any publication referencing the Artwork.

9. **Publicity:** Unless otherwise noted, photographs or other reproductions of the Artwork will be used by PSC for education, catalog or publicity purposes.

The Donor has reviewed, read and does hereby agree to the foregoing terms and conditions for PSC's the donation of the Donor's Artwork.

For: **Polk State College:**

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

For: **Polk State College Foundation:**

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

For: **Donor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date