

# UNCONDITIONAL GIFT AGREEMENT

Between

## THE MUSEUM

The Westlock & District Tractor Museum Foundation

**Canadian Tractor Museum**

Box 5414 Westlock AB T7P 2P5

T: 780-349-3353 F: 780-349-3353

- and -

## THE DONOR

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Whereas** "The Donor" in this agreement, who desires to further the purposes and objectives of The Westlock & District Tractor Museum Foundation operating as "The Canadian Tractor Museum" has agreed to donate to The Westlock & District Tractor Museum Foundation the following property hereby referred to as "The Gift".

### DESCRIPTION OF "The Property" (see attached list if necessary)

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### DESCRIPTION OF CONDITIONS (see attached list if necessary)

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**NOW THEREFORE WITNESSETH THAT** for these premises and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties agree to the following terms and conditions:

1. "The Donor" does hereby give, donate, bestow, transfer, and assign, absolutely and forever its entire rights, clear deed and universal copyright, ownership, estate and interests in and to "The Museum" for display at the sole discretion of "The Museum" subject to only such conditions as are described and agreed to below, and "The Donor" hereby waives all moral rights in the Property in favor of "The Museum".
2. "The Donor" and "The Museum" both agree and accept that the condition and value of the Property is as set out in the appended report(s) if applicable.
3. "The Donor" agrees that the total value of "The Property" is \$\_\_\_\_\_.
4. The Donor" acknowledges that "The Donor" is the owner of all copyright interests, including moral rights in the Property; or, the Donor represents that to the best of their knowledge and belief that the owner of the copyright interest and moral rights in the Property is \_\_\_\_\_.
5. "The Donor" warrants that "The Donor" has complied with all laws of the Province of Alberta and Canada and applicable international conventions and treaties. "The Donor" warrants that the Property is free of all liens and encumbrances, including without limitation any claims of any taxing authority.
6. "The Donor" agrees that "The Donor" shall indemnify and save harmless "The Museum", its agents and employees against any charge, cost, claim, demand or expense related to or arising from "The Donor's" failure to observe the requirements of any provincial or federal laws or regulations, from any misrepresentation by "The Donor" pertaining to "The Donor's" ownership of the Property and history of the Property, and from any claims of third parties claiming an interest in the Property.
7. "The Museum" hereby gratefully accepts the above gift of Property.

