



**Canadian Civil Defence Museum Association  
DONOR AGREEMENT / CERTIFICATE OF GIFT -- UNCONDITIONAL**

I,

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{Donor's Name} [Please print]

Of

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{Donor's Address} [Please print]

(the "**Donor**") am the legal and rightful owner of the property described below (the "**Property**"). I have full power and authority to enter into this Agreement.

**DESCRIPTION OF PROPERTY**

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(continued, if required, on Page 3 attached to and forming a part of this Gift.)

**WHEREAS** the Donor desires to further the purposes and objectives of the **Canadian Civil Defence Museum Association** (the "**Museum**"),

**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:

The **Donor** represents 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: \_\_\_\_\_.

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 Property to the Museum as an unrestricted and unconditional gift, and, the **Donor** hereby waives all moral rights in the Property in favour of the Museum.

The **Donor** agrees to public acknowledgement of this Gift. \_\_\_ Yes \_\_\_ No.

The **Donor** has completed the History of Property section of this Agreement. The Donor represents that the history provided is true and accurate to the best of Donor's knowledge and belief.

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.

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 the history of the Property, and from any claims of third parties claiming an interest in the Property.

**HISTORY OF PROPERTY**

\_\_\_\_\_  
*(continued, if required, on Page 3 attached to and forming a part of this Gift.)*

The **Museum** hereby gratefully accepts the above gift of the Property.

The **Museum** reserves the right at its sole discretion to dispose of, copy, record, or store the gifted Property or portions thereof in any manner it shall deem, including but not limited to making electronic or other copies and recordings thereof.

**IN WITNESS WHEREOF**, the Donor and the Museum execute this Agreement in duplicate under seal in \_\_\_\_\_, Province of Alberta, effective the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

**Signed in the presence of:**

\_\_\_\_\_  
**Signature of Donor**  
*[where Donor is an institution, corporation or other legal entity, signature must be by its authorized representative.]*

\_\_\_\_\_  
**Signature of Donor's Witness**

\_\_\_\_\_  
**Name** *[Please print]*

\_\_\_\_\_  
**Name of Witness** *[Please print]*

\_\_\_\_\_  
**Title** *[if representing an institution, corporation or other legal entity]*

\_\_\_\_\_  
**Address of Witness**

**THE MUSEUM**

\_\_\_\_\_  
**Signature of authorized representative**

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

\_\_\_\_\_  
**Name** *[Please print]*

\_\_\_\_\_  
**Name of Witness** *[Please print]*

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Address of Witness**

**DESCRIPTION OF PROPERTY (CONTINUED)**

**HISTORY OF PROPERTY (Continued)**



\_\_\_\_\_  
Donor or Donor's Representative Signature

\_\_\_\_\_  
Museum's Representative Signature