



GIFT – DEPOSIT AGREEMENT FORM



CAPE FEAR COUNCIL, BSA  
HISTORICAL ASSOCIATION

**Terms of Agreement**

1. The association agrees to protect and preserve to the extend feasible with The Association’s usual practices the physical as well as the intellectual contents of the materials, but The Association assumes no responsibility in case of loss or damage by theft, fire, or any other cause whatsoever. The Association also need not specially insure the materials covered by this agreement.
2. The Association may arrange or rearrange these materials, according to accepted archival principles, to preserve them and to make them more accessible to visitors of the facility housing its collection of historical materials.
3. The Association will respect the Donor’s wishes as stated below, regarding disposition of such materials as are deemed by The Association to be either duplicative of, or inappropriate to, The Association’s holdings or better placed elsewhere.

*(Please mark the appropriate box)*

- I want the materials returned to me.
  - I grant The Association permission to transfer, sell and retain the proceeds for the benefit of the association or discard such materials as The Association sees fit.
4. The Donor may add other materials form time to time, to be receipted for and covered by this agreement. This agreement may be amended by written documents accepted and signed bythe Donor and The Association.
  5. The Donor warrants that no other individual(s), institution(s), or other entity(ies) has(have) interest in the materials covered by this agreement except as stated below.

(Note: Please indicate, if appropriate, whether copyright has been waived by release form(s) or agreement(s) made with correspondent(s), interviewee(s), or other(s) representing these materials.)

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**Terms of Agreement, Continued**

6. The Association undertakes to protect by means set forth in this paragraph the Donor's interest in the materials loaned in exchange for the permission hereby granted to allow (except as noted in Term 10 below) visitors to The Association's facilities both to examine the materials covered by this agreement and to receive copies to the extent they can be photocopied, of specific items for personal use. Records pertaining to the use(s) of these material covered by this agreement will be kept by The Association, and, if copies are made, visitors ordering or making the copies will be required to agree in writing to use the copied material solely for personal use. Visitors will be advised as well that use for any other than personal research or educational instruction is regulated by these laws of copyright. The Donor shall be exempt from such restrictions in those cases where the Donor holds copyright.
  
7. The itemized attachment(s) below state the Donor's required restriction(s) on access and use of the materials covered by this agreement (or a stated portion of them) for specified period(s) of time and further state how access and use shall be permitted during the period(s) in which the restriction(s) pertain(s):  
  - No Restrictions
  - Restrictions as noted below

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8. The Association may apply greater restrictions on access to all or part of the materials covered by this agreement for ethical, legal, or preservation reasons.
  
9. The Association may, without notice or fee to the Donor, publish, in whatever form(s) it chooses, description(s) of, catalog(s) to, or other announcement(s) of the availability and contents of the materials in the usual and customary places and manners.
  
10. The Association may, without notice or fee to the Donor, make copies of any of the materials covered by this agreement for purposes of preservation and, within the limits set forth in these Terms, public use.

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**Terms of Agreement, Continued**

- 11. Except for limited periods, when certain portions of the materials may be undergoing preservation treatment, the Owner has the right of on-site access to the materials covered by this agreement at all time that the facility housing its historical material is open to the public. Further, except as noted below, the Owner may receive copies to the extend that they can be photocopied, of any of the materials covered by this agreement upon request. The Owner shall be responsible for payment of the usual and customary charges for such copies except as such charges may be waived in particular instances for courtesy copies of small bodies of material. When provision of such copies may be deemed by The Association dangerous to the physical preservation of the original materials that are to be copied, The Association may decline to make the copies.
- 12. If The Association should be judged to have failed to carry out its responsibilities under this agreement, and if the Donor or any other person seeks to enforce this agreement or claim damages for breach of it, The Association shall have the option of satisfying any obligation imposed upon it by this agreement by returning the loaned items (and all archival copies of same) to the Donor or the Donor’s legal representative.
- 13. Further items of agreement covering this gift and not elsewhere mentions above are as follows:

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I, We, \_\_\_\_\_, hereby give the materials listed in the opening paragraph above or subsequently added under Term 4 above and agree to the other Terms set forth within this contract.

*(This agreement is not valid and cannot be executed by The Association unless the material is received by and the agreement is signed by at least two(2) members of The Association Executive Committee)*

**Owner Information:**

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

\_\_\_\_\_  
*(Printed or typed name of Donor or Agent)*

\_\_\_\_\_  
*(Printed or typed address of Donor or Agent)*

\_\_\_\_\_  
*(Telephone number of Donor or Agent)*

\_\_\_\_\_  
*(Date)*

**Association Information:**

\_\_\_\_\_  
*(Signature and Title)*

\_\_\_\_\_  
*(Signature and Title)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Date)*