



THE ART CONNECTION

IN THE CAPITAL REGION

...bringing together the art and nonprofit communities of the District of Columbia, Maryland, and Northern Virginia

NONPROFIT ORGANIZATION DONEE APPLICATION TO RECEIVE ART

Name of Organization _____

Address _____

Telephone _____ Email _____

Fax _____ Website _____

Contact Person _____ Title _____

Executive Director _____

How did you first learn about the Art Connection in the Capital Region? _____

Type of Organization ___ Nonprofit ___ Public

Primary Focus of Organization

- ___ Community Development ___ Health
- ___ Culture ___ Religion
- ___ Education ___ Social Services
- ___ Environment ___ Other (*please specify*) _____

Please provide a *brief* description of your agency/mission.

How many people do you serve annually? _____

How many people will be directly affected by the art? _____

Who are your primary constituencies? (*provide an estimate of the number served per year*)

- ___ Children ___ Teens ___ Elderly ___ Families ___ Women
- ___ Homeless ___ Hungry ___ Abused ___ Disabled ___ Other
- ___ African-American ___ Asian-American ___ Caucasian ___ Hispanic
- ___ Other (*please specify*) _____

Where would you like to place the donated art?

- Reception Areas Program Service Areas
 Conference Rooms Other

Other (*please specify*) _____

Describe original works of art that you currently own or exhibit on your premises. _____

How did you acquire the art?

- Gift Purchase from General Fund
 Temporary Loan Purchase from Restricted Fund
 Temporary Exhibit Other (*please specify*) _____

Does your organization budget for the purchase of art in the normal course of its business?

- Yes No

What is your organization's annual operating budget?

- Up to \$100,000 \$1 million - \$3 million
 \$101,000 - \$500,000 \$3 million - \$10 million
 \$501,000 - \$1 million Above \$10 million

Please describe in your own words how donated original works of art can be used by your organization to help achieve its mission and objectives. (*Attach paragraph if you wish.*)

I certify that the above information is true and correct and that this organization is a charitable organization as described in Section 170 of the Internal Revenue Code.

Signature _____ Date _____

Print Name _____

Title _____



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NONPROFIT ORGANIZATION DONOR AGREEMENT

Dear Applicant:

Thank you for your interest in receiving works of art available for donation through the Art Connection in the Capital Region. As you know, our role in an art placement is to help connect willing donors and charitable recipients of artwork so that such artwork can be seen and enjoyed by the public or those persons served by the charity. We look forward to serving you in this regard.

Because we are a charitable entity and are performing a service that we believe to be of benefit to both you and to donors of artwork, we must limit our liability for performing this service. For example, while we will endeavor to place donated artwork with you, we cannot guarantee that we will be successful in doing so, nor can we guarantee that works shown to you will always be available. We also cannot accept any liability for claims you might have involving the artwork itself.

Therefore, by signing this letter, you agree, for your organization and for its successors and assigns, to waive, and hold us harmless from, any and all claims and expenses against us resulting from or connected in any way with the donation of any artwork through our efforts, title to or authenticity of the donated artwork, or the donated artwork itself. For example, if someone were injured by artwork received by you, you agree to give up any rights you might have to a claim against us for such injuries.

Also, in order to protect our donors, you agree to do your best to ensure that any and all artwork which you receive through our efforts will:

- be placed where it will be secure;
- be exhibited where the public or those people served by you can easily see it;
- not be reproduced without the written permission of the artist or the copyright holder;
- not be altered or defaced; and
- not be sold or disposed of by you without first contacting the donor and the Art Connection in the Capital Region.

Finally, if you move or terminate your organization, you will do your best to contact the artist so he/she may decide what is to be done about the art.

As we require all of our listed recipients to be charitable entities, you hereby affirm that your organization currently qualifies as a charitable recipient under Section 170 of the Internal Revenue Code, and you agree to inform us immediately, in writing, if your status as such should change. (Please attach proof of charitable status.)

Also, we both agree that if any part of this agreement is later deemed to be invalid or void by a court of law, the remainder of our understanding will remain in effect unless the removal of the invalid or void provisions would substantially alter the intent of the agreement. And finally, we agree that either of us may terminate this agreement at any time by giving the other ten (10) days written notice. However, the provisions of this agreement shall survive such termination as to all artwork already received by you.

Please indicate your agreement to the terms of this letter by signing one copy where indicated below and returning it the Art Connection in the Capital Region. Please keep a copy for your records.

Sincerely yours,

The Art Connection in the Capital Region

Foregoing agreed to:

For: _____
Donee Organization

By: _____ Date: _____
Signature

Title

Print Name: _____

From time to time, the Art Connection in the Capital Region plans to publish a list of participating artists and charitable organizations. Please initial below if you do not consent to your name being included in such a list:

____ Do not list my organization as a participant



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NONPROFIT ORGANIZATION DONEE APPLICATION CHECKLIST

Please assemble and mail the following documents to:

The Art Connection in the Capital Region
P.O. Box 5609
Baltimore, Maryland 21210

- Completed and signed *Donee Application to Receive Art* (and retain a copy for your records)
- Signed *Donee Agreement* (and retain a copy for your records)
- Copy of current IRS tax-exempt 501(c)(3) determination letter
- Most recent Annual Report including or accompanied by the most recent audited financial statement and a financial statement for the past fiscal year
- Informational brochure or other materials describing mission and programs (fact sheet, newsletter, etc.)
- List of members of the Board of Directors/Trustees

We cannot consider incomplete applications for placements.

Questions? Please contact (202) 536-2607 or info@artconnection-cr.org

Thank You!