

FASHION INSTITUTE OF TECHNOLOGY
Gladys Marcus Library
Special Collections and College Archives
Seventh Avenue and 27th Street
New York, NY 10001

Deed of Gift
(Individual Gift)

I, the undersigned Donor, hereby irrevocably give and transfer to Fashion Institute of Technology (“FIT”), all the right, title and interests I have in both the physical property and the intellectual property interests therein (collectively the “Property”), described below in Section 2 of this Deed.

1. Donor Information

Name:

Street Address:

City/State/Zip Code:

Tel. No.:

2. Description of Property Being Transferred

A. Physical Property:

B. Intellectual Property Interests:

3. Date FIT Took Possession of Material:

4. Donor Acquisition Information

The Property was acquired by Donor on (date) _____ by (check any below):

Gift

Inheritance

Purchase

Debt satisfaction

Other: self-created _____

5. Terms and Conditions

A. By execution of this Deed of Gift, I expressly represent and warrant to FIT that I am the sole lawful owner of title to the Property. Donor further represents that the Property is free and clear from any and all encumbrances, that there has been no prior pledge, option or gift of any part thereof to any person, and that Donor has the right to give the Property.

B. Donor represents and warrants that no customs laws, tax laws, laws of inheritance, or other laws or regulations applicable to the Property, its export or import, have been broken.

C. Donor represents and warrants that there are no claims, judgments, liens or other encumbrances of any kind whatsoever against the Property, any portion of the Property, or title to it.

D. Donor acknowledges that upon execution of this Deed of Gift, the Property irrevocably becomes the property of FIT. Description, attribution, conservation, utilization and disposition of the Property are solely within the discretion of FIT in accordance with the general collections management policy and accepted professional standards applied by FIT’s Department of Special Collections and FIT Archives (“Department”). Specific items of the Property that are routine, duplicative or outside the Department’s collecting scope, will be separated and either returned to Donor, at Donor’s request and expense, or disposed of in a manner deemed appropriate by the Department.

E. Gifts to FIT may be tax deductible from federal income taxes under the Internal Revenue Code. FIT does not provide appraised valuations for gifts to FIT, nor is it responsible for the adequacy or accuracy of any estimates of the value of gifts that may be made to FIT by Donor. It is Donor’s sole responsibility to obtain appraisals and to take all other steps to support any such tax deduction.

F. Donor will defend, indemnify and hold FIT harmless from claims or allegations arising from or relating to conduct that would be a breach of Donor’s warranties or representations herein if established.

6. Future Gifts

This instrument will also serve to convey any further gifts of materials that I wish to make to FIT at a later date, and each gift will be described in an addendum.

AGREED AND ACCEPTED:

_____ Date: _____
Donor’s Signature

Fashion Institute of Technology

By: _____ Date: _____
Karen J. Trivette
Head, Department of Special Collections
and College Archives