



INTERNATIONAL TENNIS HALL OF FAME INCORPORATED d/b/a  
 International Tennis Hall of Fame & Museum (ITHF&M)  
 194 Bellevue Avenue  
 Newport, RI 02840

### TEMPORARY CUSTODY AGREEMENT

The International Tennis Hall of Fame Incorporated d/b/a International Tennis Hall of Fame & Museum (ITHF&M) acknowledges receipt of the item(s) described below which has (have) been offered as a gift to its collection. Formal notification of the acceptance or denial of this gift will be sent following the next regular review of offered gifts by the Museum Committee of ITHF&M.

ITHF&M Authorizing Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: Nicole F. Markham, Curator of Collections Next Review: \_\_\_\_\_

**RECEIVED FROM:** Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Business Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
 Mobile Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**OWNER, if different from above** Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Business Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
 Mobile Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**ITEM(S) RECEIVED:**

**SIGNATURES:** I have read and agree to the conditions listed above and on the reverse of this agreement.

I certify that I have full authority to offer this gift to the International Tennis Hall of Fame & Museum.  
 I am the owner \_\_\_\_\_ authorized agent of owner \_\_\_\_\_ .

I ask that the Hall of Fame, should it not accept this gift, return or dispose of it in accordance with the Conditions listed on the reverse of this agreement. \_\_\_\_\_

Signature of Depositor: \_\_\_\_\_ Date: \_\_\_\_\_

## CONDITIONS:

The International Tennis Hall of Fame and Tennis & Museum (ITHF&M) accepts possession of the item(s) listed above from the Depositor subject to the following conditions:

**CARE** The ITHF&M will exercise the same care with respect to the item(s) listed on previous page as it does in safeguarding comparable collection items of its own, subject to the limitations listed below.

**INSURANCE** The Depositor hereby releases the ITHF&M from all liability regarding any loss or damage to the object(s) covered by this receipt while in the ITHF&M's possession or in transit and agrees that the ITHF&M shall not cover such object(s) with insurance.

**ACCEPTANCE** This receipt does not constitute formal acceptance by ITHF&M of item(s) listed on previous page as a gift to ITHF&M. If the ITHF&M accepts an offer of gift, loan or purchase of deposited objects, the ITHF&M's appropriate forms shall be sent to the Depositor (owner) for signature by the Owner and return to ITHF&M. The purpose of such forms will be to document the donation for the Owner's records for tax purposes. All items submitted under this agreement and accepted by ITHF&M into the ITHF&M's collection will become its exclusive property, and may be displayed, stored, loaned, retained, or disposed of in any manner that is in the best interest of the ITHF&M, as determined by ITHF&M in its sole discretion, without requirement of any further signatures from the Owner.

**VALUATION:** Gifts to the ITHF&M are deductible from taxable income in accordance with the provisions of the Federal income tax law. Obtaining valuations or appraisals acceptable to the Internal Revenue Service (IRS) are the responsibility of the Depositor or Owner. .

**DECLINE & RETURN** If the ITHF&M decides not to accept the item(s) listed on previous page and so notifies the Depositor (owner), the Depositor is on notice that a return must be effected or paid for by the Depositor. The objects will only be returned to the Depositor at the address stated on the face of this document unless the ITHF&M is notified by the Depositor in writing to the contrary. **If the Depositor does not reclaim the item(s) within thirty (30) days of the date of transmittal of correspondence stating the decline of said objects, the ITHF&M will have the absolute right to dispose of such item(s) in any manner it may choose, without any liability to the Depositor.**