



LUTE DONATION LEGACY DIRECTIVE

This Agreement is entered into by and between the undersigned, hereinafter referred to as “Donor” and the *Lute Society of America, Inc.*, a 501(c)(3) tax exempt corporation, incorporated in the Commonwealth of Massachusetts, hereinafter referred to as “LSA”. Donor and LSA as identified herein, agree to the terms and conditions of this Agreement, as set forth herein:

1. *Donation.* It is the desire of the Donor to donate a musical instrument identified below to the LSA upon the Donor’s death. The Donor agrees that there are no stipulations or requests attached to this donation. The LSA may use the donated instrument for any use or purpose including, but not limited to the rental of the instrument in *LSA’s Lute Rental Program (LRP)* or selling the instrument, as determined necessary in the sole discretion of the LRP’s Director after consultation with the LSA’s President. Upon the LSA LRP’s acceptance of the instrument, the ownership of the instrument is transferred to the LSA. The Donor’s heirs, estate and assigns shall not retain any interest in the instrument.
2. *Shipping.* The LSA agrees to pay the cost and expenses to ship the donated instrument to the LRP’s office. In the event that the Donor’s family or executor of the Donor’s estate ships the lute to the LRP’s office, the LSA agrees to reimburse for the reasonable costs and expenses of shipment.
3. *Tax-Deductible Donation.* Upon the completion of this Agreement by the Donor and acceptance by the LSA, this Agreement shall be filed with the Administrator of the LSA, the Treasurer of the LSA and the Director of the *Lute Rental Program*. Upon receipt of the donated instrument and after the value of instrument has been determined, a letter will be prepared by the LSA Administrator and will be mailed to the family or estate of the Donor for their use as evidence of a tax-deductible charitable contribution having been made to a 501(c)(3) tax-exempt organization. The LSA Treasurer will ensure that the donation is included in the requisite filings made each year by the LSA to the IRS.
4. *Valuation.* The Director of the *Lute Rental Program* of the LSA will establish the value of the instrument based upon the Donor’s written record on this Agreement of the instrument’s original purchase price and with consideration of normal wear and tear, repairs, upgrades, etc. In the sole discretion of the LRP Director, the Director may consult with lute luthiers and others within the LSA in order to establish a current fair market value of the instrument.
5. *Donation Acknowledgment.* The LSA shall place an appropriate designation on the instrument’s case to identify the Donor’s name. In the event the Donor does not wish for his/her donation to be acknowledged, the designation will state that it was an anonymous donation.
6. *Termination.* In the event that the Donor changes his/her mind and does not wish to donate the instrument, the Donor must notify LSA in writing prior to his or her death, by

certified mail, of his/her desire to terminate this Agreement. The Director of the LRP shall acknowledge receipt of the termination of this Agreement to Donor.

7. *Complete Agreement/Amendments.* The terms and conditions of this Agreement are set forth the entirety of the Agreement between the parties. Any amendment to this Agreement shall be made only by written agreement between the parties.

8. *No Tax Advice.* Donor acknowledges that Donor has not received any tax or legal advice from Donee. Donor is solely responsible for obtaining tax advice and legal advice concerning the obligations and consequences of the execution of this Agreement.

9. *Governing Law.* All questions pertaining to the validity, construction and administration of this Agreement and the obligations herein shall be determined according to the laws of the State of Minnesota.

10. *Headings.* The paragraph headings as set forth herein are for convenience purposes only and shall not affect the interpretation of this agreement.

11. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties pertaining to the subject matter of this Agreement.

12. *Separability.* Wherever possible, each provision of this Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Agreement or any related documents is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other related document.

13. *Representations.* All representations and warranties contained in this Agreement or in any other agreement between Donor and Donee shall survive the execution, delivery and performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first below written.

AS DONOR, MY SIGNATURE BELOW ATTESTS TO MY ACCEPTANCE OF THIS AGREEMENT.

NAME:
(Please Print) _____
First Middle Last

ADDRESS: _____

PHONE: _____

Instrument/s to be Donated:

Type of Instrument	Approximate Date of Purchase	Purchase Price (in US \$) or Best Approximation	Other Information About Instrument

I wish for my donation to be anonymous.

My Next of Kin is: _____
(Name)

Relationship _____ **Phone** _____

ADDRESS: _____

Signature: _____ **Date:** _____

MAIL COMPLETED AGREEMENT TO:

**Lute Society of America
Lute Rental Program Director
3 Elm Street
Plaistow, NH 03865**

DO NOT WRITE BELOW THIS LINE (For Office Use Only).

Lute Donation Legacy Directive is registered by the Lute Society of America.

Signature of LRP Director: _____ **Date:** _____