



# Terms and Conditions

Dartmouth has accepted Donor's gift of the Property (and, if applicable, Intellectual Property) listed above, subject to the following terms and conditions:

1. By execution of the Deed of Gift, Donor expressly represents and warrants to Dartmouth that he or she is the sole lawful owner of title to the Property or that Donor is fully authorized by such owner to enter into this Deed of Gift. 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 or transfer the Property.
2. Donor acknowledges that upon execution of this Deed of Gift, the Property irrevocably becomes the property of Dartmouth. The display, use, maintenance, and disposition of the Property are at Dartmouth's sole discretion.
3. 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.
4. 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.
5. The Internal Revenue Service has determined that Dartmouth is organized and operated exclusively for educational purposes and is exempt from federal income tax pursuant to Section 501(a) and (c)(3) of the Internal Revenue Code. Dartmouth does not advise donors on tax matters and suggests that Donor direct any questions regarding donations as charitable contributions to Donor's tax advisor or an office of the Internal Revenue Service. Dartmouth does not appraise donations but will make the Property available for appraisal upon the request of Donor.
6. Donor will defend, indemnify, and hold Dartmouth 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.