THE SIXTH FLOOR MUSEUM
AT DEALEY PLAZA

GIFT AGREEMENT

Donor: Nancy Titus
Address: 6470 Aberdeen Ave
Dallas, TX 75230

Phone: [redacted]
Fax:
E-mail:

The Donor donates to The Sixth Floor Museum at Dealey Plaza (the "Museum") the following material (the "Material"): (See attached page if necessary)

Description **Condition**

Five 35mm color slides of the Kennedy motorcade, November 22, 1963

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1. The Donor hereby donates the Material to the Museum and assigns to the Museum all right, title, and interest that the Donor may possess in and to the Material, including, without limitation, all Copyright rights as enumerated in 17 United States Code §106, as well as any right to sue for past infringement thereof. These rights include, without limitation, the right to 1) reproduce, 2) make derivative works, 3) distribute the work by sale or other means, 4) perform the work publicly, 5) display the work publicly and 6) perform sound recordings by means of digital audio transmission. The Donor shall execute such further documents and perform such further acts as is reasonably necessary, useful or convenient to evidence or perfect the rights assigned herein.

2. The Donor warrants that they are the sole owner and have clear title to the Material. If this ownership is challenged in any way, the Donor will timely and diligently defend the title of the Material donated to the Museum.

3. The Donor wishes the gift to be acknowledged to the public as: Jack A. Titus Collection.

4. The Museum acknowledges that the transfer of ownership will take place upon approval of the donation by the Museum's Executive Director.

5. The Museum is under no obligation to exhibit the donated Material either temporarily or permanently.

6. The Museum will have no obligation to retain any Material or the rights therein and may dispose of or modify any Material and the rights therein within the guidelines as approved by the Museum's Board of Directors.

7. If this donation to the Museum is to be tax-deductible then it is the responsibility of the Donor to establish the value of the Material and to determine whether the gift complies with the applicable federal tax laws. The Museum does not make any representations regarding the value or deductibility of any Material.

8. This Agreement constitutes the entire agreement between parties and supersedes any previous written or oral agreements with regard to the subject matter hereof. No change, termination, waiver, amendment or modification of any of the provisions hereof shall be binding upon the parties, unless in writing signed by duly authorized representatives of the parties.

9. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to its principles of conflict of laws. Any suit or proceeding hereunder shall be brought **ONLY** in Dallas County, Texas, and each party consents to the personal jurisdiction of the courts, state and federal, located therein. Owner agrees to waive any objection that the state or federal courts of Dallas County, Texas, are an inconvenient forum.

Nancy Titus — 10/30/12

Donor(s) Signature — Date

Print Name: Nancy Titus

Acceptance of Gift Recommended By:

[signature] — Associate Curator — 10/29/2012

Title — Date

Gift Accepted By:

Nicola Longford — Executive Director — 10/29/12

Nicola Longford — Title — Date