

**UNCONDITIONAL DONATION OF PERSONAL PROPERTY (ART WORK) TO  
THE CITY OF NATIONAL CITY**

\_\_\_\_\_ (hereinafter referred to as "the Donor") hereby  
*(Name of Donor)*  
makes an unconditional donation, in perpetuity, of \_\_\_\_\_  
*(Description of Donation)*

(hereinafter referred to as "the Donation") to the City of National City. The Donor understands and acknowledges that pursuant to Sections 37354 and 37355 of the California Government Code, the City is authorized to accept said donation for any public purpose that the City desires.

Due to the nature of the donation work of art and the site on which it is installed, the DONOR and his/her agents, heirs, successors and assigns hereby waive any and all rights they may have under the California Art Preservation Act, as set forth in Civil Code Section 987. The DONOR agrees that upon completion, the physical work of art which is created pursuant to this Agreement shall be transferred to and shall vest in the City of National City, and the DONOR hereby expressly waives and releases all rights of ownership to the work of art, including those under Civil Code Section 988. The DONOR, his/her agents, heirs, successors and assigns also agree not to attempt to defeat this waiver by cooperating with any organization which seeks to bring an action under Civil Code Section 989.

The Donor hereby releases the City of National City and its officers, employees and volunteers, against and from any and all liability, loss, damages to property, claims, demands, suits, actions, proceedings, costs or attorney's fees, of any kind or nature, resulting from or arising out of the City's use of the Donation.

The individual executing this document on behalf of the Donor represents that he/she has the legal power, right and authority to bind the Donor; that all requisite action (corporate, trust, partnership or otherwise) has been taken by the Donor in connection with authorizing the execution of this document; that this document shall be legally enforceable as to the Donor; and that the execution of this document does not conflict with or result in the breach of any contract, bond, note or other agreement or instrument to which the Donor is a party.

Dated: \_\_\_\_\_

DONOR

By: \_\_\_\_\_  
(Authorized Representative)

---

For Office Use Only

Certificate of Insurance Approved \_\_\_\_\_ Date \_\_\_\_\_