

Ms. Laura Gilpin
409 Camino Del Monte Sol
Santa Fe, New Mexico 87501

Dear Ms. Gilpin:

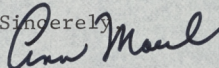
As Chairman of the Standing Committee for the Atalaya Permanent Art Collection, I want to thank you in behalf of the Santa Fe Public Schools in general and the Atalaya School in particular for your very generous donation of a work of art to the collection. The work of art is to be retained in the permanent collection and loaned on a temporary basis to other public schools for art education purposes. We consider your work of art to be a very valuable addition to that collection.

I am enclosing with this letter two copies of an agreement between yourself and the Santa Fe Public Schools to insure the continued use of the work of art for public school purposes. I would appreciate it if you would read over the agreement. It provides in general that the work of art is to be retained in the collection known as the Atalaya Permanent Art Collection housed at the Atalaya School. The work of art can be loaned temporarily to other schools, but must be returned to its permanent home at Atalaya School. In order to protect your painting, the contract provides that it is to be returned to you or to your estate if the collection is ever dissolved. We do not anticipate that to ever happen. We also provide blank spaces in the agreement for you to insert the name of your work of art and its value. We would appreciate it if you would sign one copy of the contract and return it to us for our permanent file and keep one copy for your file.

If you have already signed an agreement, we would appreciate it if you would go ahead and sign the additional agreement which we enclose so that we will have a complete file on all of the art work.

Again, we thank you for your very generous gift.

Sincerely,



ANN MOUL, Chairman
Atalaya Permanent Art
Collection

ART DONATION AGREEMENT

This agreement made and entered into on the date last herein entered by and between the Santa Fe Municipal Public Schools Board of Education, hereinafter referred to as "Board", and _____ hereinafter referred to as "Artist".

WHEREAS, the Artist has created and is the owner of a certain work of art consisting of _____, which is entitled
(Type of work)

_____, which he or she desires to
(Insert title of work of art)
donate to the Santa Fe Municipal Public Schools for inclusion in the Atalaya permanent art collection; and

WHEREAS, the Board desires to receive the donation upon the terms and conditions to be hereinafter entered;

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. DONATION: The Artist does hereby donate to the Santa Fe Municipal Public Schools Board of Education that certain work of art created and owned by him which consists of _____
(Designate type of work)
and is entitled _____, and does state it is
(Insert title of work of art)
his intention to be that the Santa Fe Municipal Public Schools shall own the said work of art free and clear of all liens and encumbrances and shall further own all rights to the reproduction of said work of art including the common law right of first publication, the right to copyright the work of art, the right to make reproductions of the same.

2. CONDITIONS OF GIFT: The gift by the Artist to the Board is conditioned upon its retaining the work of art as the permanent property of the Santa Fe Municipal Public Schools and as a part of the permanent collection known as the Atalaya art collection, and it shall not sell, give away or otherwise dispose of the work of art without the express written consent of the Artist, his personal representatives, heirs, executors or assigns. These conditions shall not in any way limit the ability of the Santa Fe Municipal Public Schools Board of Education from loaning the work of art to any school within the Santa Fe Municipal Public Schools system temporarily conditioned upon its being returned to the Atalaya permanent art collection at the end of the term of any such loan.

3. TERMINATION OF GIFT: In the event the Santa Fe Municipal Public Schools no longer desires to retain permanent ownership and possession of the work of art it shall return the same to the possession of the Artist, his personal representative, heirs or assigns unless it first obtains the written permission of the Artist, his personal representative, heirs or assigns to otherwise dispose of the work of art.

4. PLACE OF RETENTION OF ATALAYA PERMANENT COLLECTION: The Board agrees that at the time of the execution of this contract it is its intention that the work of art be retained in the Atalaya permanent collection which shall be permanently housed at the Atalaya Public School in Santa Fe, New Mexico, but such agreement shall in no way prevent the Board from loaning the work of art or any part of the Atalaya permanent collection to any other school or facility which is a part of the Santa Fe Municipal Public

Schools or to any other person or entity so long as such loan is temporary for a term to be stated at the time of the making of such loan and upon agreement that the work of art be returned to the Atalaya permanent collection upon the end of such term.

5. VALUE OF DONATION: It is agreed by and between the parties hereto that at the time of the donation the market value of the work of art is

_____.

This contract made and entered into this _____ day of _____, 19____.

SANTA FE MUNICIPAL PUBLIC SCHOOLS

BOARD OF EDUCATION

By Robert M. Lucey
Its President

Artist

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2. CONDITIONS OF GIFT: The gift by the Artist to the Board is conditioned upon its retaining the work of art as the permanent property of the Santa Fe Municipal Public Schools and as a part of the permanent collection known as the Atalaya art collection, and it shall not sell, give away or otherwise dispose of the work of art without the express written consent of the Artist, his personal representatives, heirs, executors or assigns. These conditions shall not in any way limit the ability of the Santa Fe Municipal Public Schools Board of Education from loaning the work of art to any school within the Santa Fe Municipal Public Schools system temporarily conditioned upon its being returned to the Atalaya permanent art collection at the end of the term of any such loan.

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Schools or to any other person or entity so long as such loan is temporary for a term to be stated at the time of the making of such loan and upon agreement that the work of art be returned to the Atalaya permanent collection upon the end of such term.

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