

**Canadian Security Association (CANASA)
Donation Form for Security Related Equipment or Artifact(s)**

Donor's Name: _____ (the "Donor")

Donor's Address: _____

Donated Item(s): See item(s) listed in Schedule "A" below (the "Property")

Donee: CANASA National Security Museum¹ (the "Donee")

1. The Donor declares that:
 - 1.1 He/she/it is the sole registered and beneficial owner of the Property;
 - 1.2 He/she/it has the legal capacity to donate the Property as contemplated by the present agreement;
 - 1.3 He/she/it has a good, valid and marketable title to the Property, free and clear of any priorities, hypothecs, prior claims, pledges and other charges and encumbrances whatsoever;
 - 1.4 He/she/it desires to transfer by gratuitous title to the Donee all of his/its rights, title and interest in and to the Property, as a gift and for no consideration whatsoever, whereof quit;
 - 1.5 The gift of the Property is irrevocable;
 - 1.6 The Property is not registered in the Register of Recognized and Classified Cultural Property contemplated in the *Cultural Property Act* (Quebec) or any similar legislation;
 - 1.7 It is his/her/its intent to vest absolute ownership and title in the Property to the Donee from the date of the physical delivery of the Property to the Donee's authorized representative and mandatary;
 - 1.8 He/she/it is not insolvent and has not committed an act of bankruptcy as defined by the *Act respecting bankruptcy and insolvency* (Canada) in the past six (6) months;
 - 1.9 He/she/it is not a non-resident within the meaning of the *Income Tax Act* (Canada).

¹ CANASA National Security Museum is a part of the Canadian Security Association (CANASA), which is a national non-profit organization, established in 1977, dedicated to promoting the interests of its members and the safety and security of all Canadians.

2. In making this donation, the Donor acknowledges that:
 - 2.1 The Donee seeks those items that reflect the “heritage” of the security industry in North America/Canada;
 - 2.2 The Donee may accept all, some, none, or part of the items listed in Schedule “A”;
 - 2.3 The items listed in Schedule “A” are not accepted as a gift unless an authorized representative of the Donee signs the Acceptance of Gift below and returns this document to the Donor, and indicates on Schedule “A” those items that are accepted. Acceptance or rejection of items is at the sole discretion of the Donee;
 - 2.4 The Donee will pay the expenses related to the removal of the Property;
 - 2.5 The Property will be used by the Donee for the purpose of a museum display;
 - 2.6 The Property will be transported to shows and events across Canada for display to all CANASA members and the public;
 - 2.7 The Donee will include “heritage” wording on or near the items forming part of the Property being displayed, as the case may be;
 - 2.8 The Donee is not responsible to the Donor for any item forming part of the Property that is lost, stolen or damaged;
 - 2.9 The Donee has the right to dispose of any item forming part of the Property, at its sole discretion.
3. This agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the Donor and the Donee.
4. This agreement may not be assigned by the Donor without the written consent of the Donee.
5. This agreement shall be governed by and construed in accordance with the laws in force in the Province of Quebec and the laws of Canada applicable therein.
6. The parties acknowledge that they have required that this agreement be drafted in English. *Les parties reconnaissent avoir exigé que la présente convention soit rédigée en anglais.*

Signed in _____ this ____ day of _____, 20__.

Signature of the Donor

