

Donation Agreement

This Donation Agreement is entered into on this ___ day of _____ 2026, by and between the City of Charlotte, North Carolina (hereinafter “the City”) and the Harvey B. Gantt Center for African-American Arts and Culture (hereinafter “Donee”).

WHEREAS, the City desires to make a contribution of fifteen (15) lithographs created by artist Romare Bearden (the “Artwork”) to the Donee for display and exhibition purpose and the Donee desires to accept such contribution for use within its museum and related programming; and

WHEREAS, the parties desire to document the donation in a properly authorized Donation Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **City’s Commitment:**

The City shall donate the Artwork to the Donee without monetary payment or other consideration not set forth in this Donation Agreement. Upon delivery of the Artwork to the Donee: (1) the Donee will be entitled to take possession of the Artwork subject to the terms of this Donation Agreement; and (2) the City will retain no ownership interest in the Artwork except as otherwise provided herein.

2. **Donee’s Commitment:**

The Donee shall accept the Artwork and shall have the authority to display, exhibit, and otherwise utilize the Artwork within the Donee’s museum and related programming. The Donee agrees to maintain and care for the Artwork in a manner consistent with generally accepted standards.

3. **Donee’s Acknowledgment and Recognition:**

The Donee shall not publicly identify or disclose the City as the source of the donation in any materials, publications, displays, or communications.

4. **No Obligation of Recognition or Publicity:**

Neither party shall have any obligation to acknowledge, recognize, or publicize the other party in connection with this Donation Agreement or the donation of the Artwork. Any such recognition or publicity is expressly prohibited unless mutually agreed to in writing or required by law.

5. **Termination:**

Either party may terminate this Donation Agreement at any time, with or without

cause, subject of the restriction set forth above in the City's Commitment.

6. Contact Information:

City:

Name of Contact: _____

Address: _____

Telephone Number:

Email: _____

Harvey B. Gantt Center for African-American Arts and Culture:

Name of Contact: _____

Address: _____

Telephone Number:

Email: _____

Acknowledged and Agreed by Both Parties

City of Charlotte

By (signature): _____

Print Name: _____

Title: _____

Harvey B. Gantt Center for African-American Arts + Culture

By (signature): _____

Print Name: _____

Title: _____

Exhibits: Depiction of Donated Artwork

Exhibit A: Lithograph #1: Mecklenburg Autumn



Exhibit B: Lithograph #2: The Lamp



Exhibit C: Lithograph #3: Sunday Morning at Avila



Exhibit D: Lithograph #4: Louisiana Serenade



Exhibit E: Lithograph #5: Open Door



Exhibit F: Lithograph #6: Slave Ship



Exhibit G: Lithograph #7: Pilate (Misty Island)



Exhibit H: Lithograph #8: The Falling Star



Exhibit I: Lithograph #9: Out Chorus



Exhibit J: Lithograph #10: Tenor Sermon



Exhibit K: Lithograph #11: Out Chorus (Rhythm Section)



Exhibit L: Lithograph #12: Roots



Exhibit M: Lithograph #13: Carolina Blue



Exhibit N: Lithograph #14: Processional (after Palm Sunday Processional)



Exhibit O: Lithograph #15: Memories

