

**CALIFORNIA STATE UNIVERSITY  
CHANNEL ISLANDS  
John Spoor Broome Library**

**DEED OF GIFT**

Gifts of Historical Materials & Digital Assets

Of

Inside Leisure Village

to California State University Channel Islands  
Department of Archives and Special Collections

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1. Subject to the terms and conditions hereinafter set forth, I, **Stan Reshes of Inside Leisure Village** (hereinafter referred to as "Donor"), hereby give, donate, and convey to the Trustees of the California State University acting by and through **California State University Channel Islands** (hereinafter "CSUCI") (hereinafter referred to as "Donee") for deposit in the Department of Archives and Special Collections located in the CSUCI Library, my historical materials and digital assets<sup>1</sup> (hereinafter referred to as "Materials") as described in Addendum "A", attached hereto.<sup>2</sup>
2. Title to the Materials shall pass to Donee upon their delivery to the Donee.
3. Following delivery, the Materials shall be maintained in the Archives by Donee.
4. At any time after delivery, Donor or his representative shall have full access to the Materials during the regular working hours of the Archives.
5. Donor recognizes that the Materials may include some information, which, at present, should not be released. Accordingly, Donor may designate any or all portions of the Materials as "restricted access files." Restricted access files shall not be available for public viewing until a date specified by Donor, which shall not exceed **ten** (10) years from the date they are designated restricted.<sup>3</sup> A designation of "restricted", along with the date

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<sup>1</sup> May include ephemera, photographs, video material, or oral recordings.

<sup>2</sup> Addendum may be updated as needed.

<sup>3</sup> Restricted records will be placed in archival preservation storage until 2021. Archival arrangement, description, additional preservation, and cataloging may begin in 2018, in preparation for researcher access in 2022.

of release, will be indicated on the official inventory of the collection. Donor may restrict one or more of the following classes of Materials:

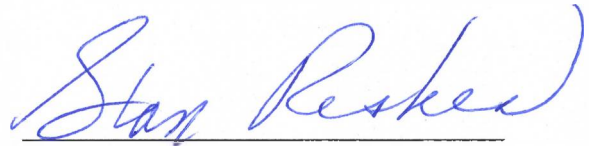
- A. Constituent materials or other papers, the disclosure of which would clearly constitute an unwarranted invasion or violation of personal privacy or a libel of a living person.
  - B. Material relating to the personal, family, and confidential business affairs of Donor or other persons referred to in the Materials.
  - C. Material relating to investigations of individuals and organizations, to proposed appointments to office, or to other personnel matters directly affecting individual privacy.
  - D. Papers or other historical Materials that are specifically authorized and required under criteria established by statute or executive order to be kept secret in the interest of national defense or foreign policy and are in fact properly classified pursuant to such statute or executive order.
  - E. Material containing statements or information the divulgence of which might prejudice the conduct of foreign relations of the United States of America or which would adversely affect the security of the United States of America.
6. Following the designation of restricted access files provided for in paragraph 5 above, Materials so restricted shall not be made available for inspection, reading, or use by any person, except regular employees of Donee in the course of performing normal archival work and Donor or persons authorized by him in writing to have access to such materials. All other Materials shall be made available for research as soon as possible and to the fullest extent possible following their deposit consistent with the Rights, Permissions, and Use policies of the CSUCI Library.
7. In receipt of proper service of any subpoena or judicial order seeking access to or copies of the official papers of Donor, over which Donee has custody or possession, Donee shall immediately notify Donor of receipt of such subpoena or order prior to compliance therewith. In the event that such notification cannot reasonably be made in time to permit Donor to take appropriate steps to protect his interests in the collection or to assert any constitutional or legal rights therein, Donee shall seek an extension of time within which to comply with such subpoena or judicial order, to permit reasonable notification of Donor. If, after such efforts, notification cannot be effected, compliance by Donee shall be permitted, but shall not condition, waive, or modify any legal or constitutional right of the Donor against third parties. Donor agrees to provide Donee with his address for notification and update such address on a current basis.
8. Subject to any conditions or restrictions herein or later agreed to by Donor and Donee, Donee may dispose of any of the Materials that Donee determines are not required by the Archives. If, in the opinion of Donee, the Materials should be preserved in a different physical form, such as microform or digital recording, Donee may perform the necessary processing.

9. The Donor hereby gives and assigns to the Donee all rights of copyright which the Donor has in (a) the Materials and (b) in such of his works as may be found among any collections of Materials received by the Donee from others. Conveyance of copyright encompasses the exclusive rights of: reproduction, distribution, preparation, or derivative works, public performance, public display, as well as all renewals and extensions.
10. Donor agrees to provide Donee with first right of acceptance of all future Materials, which Donor intends to give, donate, and convey. In the event that the Donor hereafter gives, donates, and conveys that relates to my position as editor (ILV) for as long as I am said editor to the Donee other historical Materials, title to the historical Materials shall pass to the Donee upon their delivery and all of the provisions of this instrument of gift shall be applicable to the historical Materials. A description of the historical Materials so donated and delivered shall be prepared and attached to this Agreement, with a copy of same to Donor.

IT IS ACCEPTED AND AGREED.

Date: 2-15, 2013

Signed:

  
Donor

STAN RESHES  
Donor (Print Name)

Date: 2/15, 2013

Signed:

  
Stephen Stratton, Head of Collections  
On Behalf of Donee