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CONDITIONS OF USE FOR REPRODUCED MATERIALS AGREEMENT

1. Permission to Use

All requests to reproduce items from the holdings of the Whistler Museum & Archives (the "Museum") must be submitted on a **Reproduction Services Order Form**.

By signing this Conditions of Use For Reproduced Materials Agreement, the Client agrees to abide by all terms, conditions and provisions stated herein.

Consideration by the Whistler Museum & Archives for permission to use materials is subject to receipt of a copy of this Agreement signed and dated by the Client and a Witness. Once the Agreement has been considered by the Whistler Museum & Archives, the Client will receive a copy of the Agreement with permission in writing for the requested use of the specific material or a statement of refusal and the reasons for the decision. Allow a minimum of one week for the Agreement review. The Whistler Museum & Archives reserves the right to refuse any reproduction request.

Reproductions supplied by the Whistler Museum & Archives cannot be reproduced, scanned, transmitted, sold, loaned, exhibited, deposited in another repository, or otherwise used for any other purpose than that specified in this Agreement and other associated documents.

Approved use is non-exclusive and for one time only (one time, one format, under one title). Permission to use terminates immediately upon publication or production of the specified product. Any subsequent use constitutes re-use and must be applied for. Additional fees will be levied for such re-use.

2. Copyright

In the case of some materials, copyright in such materials may be held by a third party, or there may be restrictions placed on the use of such copyright by the applicable donor. The Museum cannot release copies of these materials without written permission from the copyright holder and/or the donor. The Client is responsible for securing all such permissions and the Client assumes all responsibility under the terms of the Canadian Copyright Act for the use of materials acquired from the Museum and hereby indemnifies the Museum for any liability or costs relating to an allegation or claim of copyright infringement.

All material copied for the Client will contain the following copyright notice: COPYRIGHT NOTICE: "This copy is to be used solely for the purpose of research or private study; and any use of the copy for a purpose other than research or private study may require the authorization of the copyright owner of the work in question."

3. Privacy

The Whistler Museum & Archives reserves the right to require written permission from individuals, families or their heirs when the privacy of that individual or family might be violated by the reproduction of materials from its collections. Use of an image or voice of an identifiable individual in a manner that suggests association with or endorsement of a product, service or agency is prohibited.

4. Waiver

The Client agrees to indemnify the Whistler Museum & Archives and its employees from any and all claims arising or resulting from the use of the reproduced materials and from any and all costs arising or resulting from any such use.

5. Integrity of Reproduced Materials

Reproduced materials must not be cropped, retouched or altered in any way unless approved in advance by the Whistler Museum & Archives.

6. Documentation

The Client is responsible for accurately recording identifying information and other details pertaining to the materials that are reproduced.

7. Credit Requirements

A credit line including the Museum's name exactly as follows must accompany all reproduced materials, displayed or used in any format or medium:

Whistler Museum & Archives plus item identification number if available plus maker's name if available

The credit line must be placed in an obvious and logical location in proximity to the reproduced materials or in a dedicated credits section. Electronic reproductions must include a credit line and caption as part of image.

Payment of fees does not exempt clients from credit requirements.

8. Museum Use Fees

The Museum is a non-government, non-profit organization and must charge Museum Use Fees to sustain its collection and programmes. Museum Use Fees are in addition to any costs associated with the request.

9. Payment Responsibility

It is the responsibility of the individual or organization identified under CLIENT NAME on all Reproduction and Research Service documents to pay all fees, regardless of whom they represent or act on behalf of.

A 50% non-refundable deposit of the total request cost is required from the Client before materials are reproduced. The remaining 50% of the total request cost plus any other associated costs are required before the materials can be released to the Client.

10. Gratis Production Requirement

The Client will provide and send the Whistler Museum & Archives a copy of the publication or sample of the product in which the reproduction(s) appears and will bear all shipping and handling costs for this requirement.

11. Reproduction Order Processing Time

The Whistler Museum & Archives is dedicated to ensuring that all materials reproduced for the Client are of the highest possible quality. As such, a **minimum of two weeks** is required for the processing of all reproduction orders.

12. Additional Conditions or Exceptions Applying To This Agreement:

Endorsement of Client

I confirm that I have read the Conditions of Use stated above. I hereby agree to all stated conditions and verify that the intended use of all research outlined in this form and other associated documents is reported completely and accurately. By signing this agreement, I accept personally and on behalf of any organization I represent, the conditions set forth above.

Client Name (print): _____

Client Signature: _____

Date: _____

Witness Name (print): _____

Witness Signature: _____

Date: _____

Office Use Only

Agreement has been: Accepted Denied For the following reason: _____

Museum Staff Member Name (print): _____

Signature: _____

Date: _____