



The Canadian Ski Museum/Le Musée Canadien du ski

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Reproduction Materials: CONDITIONS OF USE AGREEMENT

1. Permission to Use

All requests to reproduce items from the holdings of the Canadian Ski Museum must be submitted on a **Reproduction Order Form**.

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

Consideration by the Canadian Ski Museum for permission to use materials is subject to receipt of a copy of this agreement signed by the Client.

Once the application has been considered by the Canadian Ski Museum, the Client will receive a copy of the application 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 application review.

Reproductions supplied by the Canadian Ski Museum cannot be reproduced, transmitted, scanned, 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 material. Any subsequent use constitutes re-use and must be applied for. Fees will once again be levied.

The Canadian Ski Museum reserves the right to refuse any reproduction request.

2. Copyright

The Client assumes all responsibility under the terms of the Canadian Copyright Act (1999) for use of materials acquired from the Canadian Ski Museum.

3. Privacy

The Canadian Ski Museum 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 a material associated with 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 Canadian Ski Museum 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 Canadian Ski Museum.

6. Documentation

The Client is responsible for accurately recording and representing 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:

“The Canadian Ski Museum, Ottawa ON (item ID number + 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 for commercial use does not exempt clients from credit requirements.

8. Licensing Fees

The Canadian Ski Museum is a non-government, charitable organization and must charge Licensing Fees to sustain its collection and programs.

Licensing 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 deposit of at least 50% of the total reproduction cost is required from the Client before materials are reproduced. The remaining 50% of the cost is required before the materials can be released to the Client.

10. Gratis Production Requirement

The client is required to send the Canadian Ski Museum a copy of the publication or sample of the product in which the reproduced material(s) appear and will bear all shipping and handling costs for this requirement.

11. Reproduction Order Processing Time

The Canadian Ski Museum 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 reproductions 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

Application has been: Accepted Denied

For the following reason: _____

Museum Staff Member Name (print): _____

Signature: _____
Date: _____