



7455 Prospect St. Box 267 Pemberton, BC V0N 2L0 Phone/Fax: 604.894.5504 E-mail: pdmas@telus.net

Reproduction Request

Exemption from Use Fees

The following are exempt from Use Fees and but are still required to submit a *Conditions of Use Agreement*.

- Personal non-profit research, study or presentation.
- Research by students, academics, research specialists, private agencies, government and publicly funded education institutions.
- Exhibition, interior decoration and advertising by registered non-profit group or government agency.
- News use in a television news broadcast or newspaper.
- Personal or family website with use of own individual / family documents.

The following are NOT exempt from Use Fees and are required to submit an application for *Permission to Use*.

- Personal website.
- Business office display (private and public).
- Product sales and website by registered non-profit group, government agency or publicly funded educational institution.

Schedule of Use Fees and Categories

Published Media

Details	Still Image: Cover	Still Image: Inside
Newspaper	\$50	\$25
Magazine	\$100	\$75
Book, Web Edition of Book	\$150	\$125
Self-Published (personal, not-for-profit)	\$25	\$15

Web, Audio, Film and Video Productions

Details	Still Image	Sound (recording per minute)	Film (footage per minute)	Video (footage per minute)
Website: personal and non-profit	\$25	\$25	\$50	\$25
Website: for-profit and commercial	\$50	\$50	\$100	\$50
CD-ROM: personal and non-profit	\$25	\$25	\$50	\$25
CD-ROM: for-profit and commercial	\$50	\$50	\$100	\$50
Newscast: Television	\$25	\$25	\$50	\$25
Newscast: Radio		\$25		
Audio Track: personal and non-profit		\$50		
Audio Track: for-profit and commercial		\$50		
Films, Videos, Computer presentations: personal and non-profit	\$25	\$25	\$50	\$25
Films, Videos, Computer Presentations: for-profit and commercial	\$50	\$50	\$100	\$100

Display Media

Details	Still Image
Exhibition, Display	\$50
Signage	\$50

Interior Decoration

Details	Still Image
Private Residence	\$25
Restaurant, coffee shop, lounge, etc: Seating less than 30	\$25
Restaurant, coffee shop, lounge, etc: Seating 30-120	\$50
Restaurant, coffee shop, lounge, etc: Seating greater than 120	\$75
Hotel, lodge, etc: Hallway, Guest Room, Cabin	\$50
Hotel, lodge, etc: Lobby or Meeting Room	\$75
Bed & Breakfast	\$25
Store: Less than 1000 sq. ft.	\$25
Store: Greater than 1000 sq. ft.	\$50
Business: Private Office	\$25
Business: Front Office/Reception	\$50

Order Form - Reproduction services

- A completed and signed **Terms of Use Agreement** must accompany this form.
- It is the responsibility of the individual or organization identified under client name to pay **all** fees, regardless of whom they represent or act on behalf of.
- Acceptable methods of payment are cash, debit, Visa, and MasterCard. American Express is not accepted.
- It is our commitment to ensure that all reproduced materials are of the highest quality. Please allow at least **two weeks** for your order to be processed.

Client information

client name and organization:		Date:
mailing address:		
telephone/mobile	fax	e-mail:

Materials requested (attach an additional sheet if necessary)

Accession Number	Description	Media

What the intended use for the materials requested?

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Terms of Use Agreement - Reproduction Services

Permission to use

- All requests to reproduce items from the holdings of the Pemberton and District Museum & Archives must be submitted on a **Reproduction Services Order Form** and/or **Research Request Form**.
- By signing this Terms of Use Agreement, the Client agrees to abide by all terms, conditions and provisions stated herein.
- Consideration by the Pemberton and District 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 Pemberton and District 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 Pemberton and District Museum & Archives reserves the right to refuse any reproduction request.
- Reproductions supplied by the Pemberton and District 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. Fees will once again be levied.

Copyright

- The Client assumes all responsibility under the terms of the Canadian Copyright Act (1999) for use of materials acquired from the Pemberton and District Museum & Archives.

Privacy

- The Pemberton and District 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.

Waiver

- The Client agrees to indemnify the Pemberton and District 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.

Integrity of reproduced materials

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

Documentation

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

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: **Pemberton and District 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.

Use fees

- The Pemberton and District Museum & Archives is a non-government, non-profit organization and must charge Museum Use Fees to sustain its collection and programs. All Museum Use Fees go directly back into Collection Care. Museum Use Fees are in addition to any costs associated with the request.

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.
- The Pemberton and District Museum & Archives accepts cash, Debit, VISA and MasterCard.

Order processing time

- The Pemberton and District 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.
- Shipping costs are the responsibility of the client and cannot be determined until pick-up of order.

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 materials 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:	signature	Date:
witness name:	signature	Date: