

**THIS LICENSE TO PUBLISH, EXHIBIT OR BROADCAST ARCHIVAL PHOTOGRAPHIC MATERIALS** is made at St. John's, Newfoundland and Labrador, this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

**BETWEEN:** **CITY OF ST. JOHN'S**, a municipal corporation continued pursuant to the City of St. John's Act, RSNL 1990 c.C-17, as amended

(hereinafter called "the City")

**OF THE ONE PART**

**AND:** \_\_\_\_\_  
(hereinafter called "the Client")

**OF THE OTHER PART**

**WHEREAS** the City has ownership of the copyright of certain photographic materials in its archival holdings, which materials are more particularly described in Schedule A hereto annexed which Schedule forms part of this License (hereinafter referred to as the "Materials");

**AND WHEREAS** the Client wishes to publish, exhibit and/or broadcast the Materials;

**NOW THEREFORE THIS LISENCE WITNESSES** that for and in consideration of the sum of \$1.00 paid by each party to the other (the receipt of which is acknowledged) and other good and valuable consideration, the parties hereto agree as follows:

1. The City grants to the Client a one-time license to use the Materials. This license is non-transferable and any re-use or new use requires a new license.
2. Should the Client alter or manipulate the Materials in any way, such alteration or manipulation shall be noted by the Client in its publication, exhibition and/or broadcast.
3. The City shall ensure the City of St. John's is credited as the source of the Materials. The Client will be provided with proper citations and credits for publication purposes by the City.
4. The Client must pay all applicable fees as set by the City of St. John's.
5. The Client hereby remises, releases and forever discharges the City, its servants, employees or agents or any of them from all actions, suits, claims and demands for, upon or by reason of any damage which may be sustained by the Client as a consequence of the publication, exhibition and/or broadcast of the Materials by the Client.
6. The Client acknowledges that they have read this License and enter into it willingly.

**DATED** at St. John's, in the Province of Newfoundland and Labrador, the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

<b>The City of St. John's</b>	<b>The Client</b>
Name _____	Name _____
Position _____	Company _____
Signature _____	Signature _____
Witness _____	Witness _____

## Schedule A

### Client information

Name \_\_\_\_\_  
Please use the name of the person or corporate body which shall be publishing the images.

Address \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_

Postal Code \_\_\_\_\_ E-Mail \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

### Images Requested for Publication

#### Publication Format (Chose One)

Traditional Printed Form

Proposed Title or Description \_\_\_\_\_

Tentative Publication/Release Date \_\_\_\_\_

Exhibit or Display

Location/Working Title \_\_\_\_\_

Date(s) of Exhibit or Display \_\_\_\_\_

Multimedia (CD, DVD, Video, Power Point, Slide Presentation)

Proposed Title or Description \_\_\_\_\_

Date(s) of Presentation \_\_\_\_\_

Broadcast (Television, Film)

Working Title or Program \_\_\_\_\_

Date(s) of Presentation \_\_\_\_\_

Website (Internet/Intranet)

URL Address \_\_\_\_\_

Other

Details \_\_\_\_\_