



## Museum of Arts & Sciences Image Use Agreement

**Borrower:**

Name: \_\_\_\_\_

Institution: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

The above listed borrower requests the use of digital image file(s) of the following item(s) from the collection of the Museum of Arts & Sciences:

Purpose for which the digital image file(s) will be reproduced:

**Terms and Conditions:**

The Museum of Arts & Sciences (MOAS) has agreed to lend these digital image files to the Borrower, and the Borrower has accepted the same on loan, subject to the following terms and conditions:

1. **Rights** – The MOAS does not claim exclusive ownership of the rights to all images items in its collection. MOAS will not intentionally loan any image that is copyright protected. Notwithstanding the foregoing disclaimer by MOAS, it is the borrower's responsibility to determine if a copyright exists on any image provided by the MOAS and to bear liability for third-party claims of copyright infringement. MOAS will not assume any fiscal responsibility for royalties or fees claimed by or on behalf of a copyrighted image.

2. **Use** – Permission is for use worldwide and in all languages. The Borrower agrees to use the digital images on a one-time basis only for the purpose listed above. Any subsequent or different use requires an additional written agreement. This permission is nonexclusive and nontransferable. The Borrower agrees to not make these images available to a third party for reproduction not herein stated.
3. **Use Fees** – Image use fees support the mission of the Museum. An image use fee for \_\_\_\_\_ will be provided in an invoice to the Borrower. Use fees must be paid in full before images are delivered to the Borrower.
4. **Credit Line** – The Borrower agrees that the following credit line will accompany any use of the images in a publication, audio-visual production, website, merchandise, or display available to the general public: *Museum of Arts & Sciences, Daytona Beach*. The Borrower will be informed if the image required an additional credit line in instances where the image comes from an item that is part of a specially designated area of the collection.
5. **Image Manipulation** – The images may not be altered without prior written approval of the MOAS.
6. **Museum Copy** – The MOAS shall be provided with one complimentary copy of any publication, audio-visual production, website page capture, merchandise, and/or digital image of public display in which a MOAS image has been used.
7. **Termination of Authorization** – Unless sooner used by Borrower for the purposes set forth above, this authorization shall lapse and terminate without further action on \_\_\_\_\_ 20\_\_\_\_\_.

I have read and agree to the above terms and conditions. I understand that the images will not be loaned without this form signed and returned and with appropriate use fees paid to the MOAS.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

FOR \_\_\_\_\_

Approved by the Museum of Arts & Sciences:

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

Museum of Arts & Sciences  
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 Daytona Beach, FL 32114  
 386-255-0285  
[www.moas.org](http://www.moas.org)