



## **Image Use Agreement**

Borrower:

The above listed borrower acknowledges the request of the following items from the National World War I Museum and Memorial:

### **Description of Requested Material:**

### **Terms and Conditions:**

The National World War I Museum and Memorial (“Museum”) has agreed to lend these digital images, moving image files, digital sound recordings and/or oral histories to the Borrower, \_\_\_\_\_, and the Borrower has accepted the same on loan, subject to the following terms and conditions:

1. The Borrower agrees to use these digital images, moving image files, digital sound recordings and/or oral histories on a one-time basis only in the following manner:
2. The Museum retains ownership of the materials and also retains any and all uses of the images for the Museum’s own programs and to grant permission for use to others.
3. The Borrower agrees to not make these materials available to a third party for reproduction not herein stated. Permission may not be transferred, assigned, sold or otherwise disposed.
4. These images may not be altered without prior approval of the Museum. Images may be cropped at the edges.
5. The borrower agrees that the following credit line must accompany any use of the requested material: National World War I Museum and Memorial, Kansas City, Missouri, U.S.A. For website use, the credit line must be linked to the following website: <https://theworldwar.org/explore/online-collections-database>

6. Prices are based upon one-time use as described above. Any subsequent or different use requires an additional agreement and fees.
7. Use fees must be paid in advance of receiving use permission and are non-refundable.
8. The Museum requires the user to destroy or return to the Museum any file sent by e-mail or on a disc, provided to the user by the Museum on completion of the project in which the content of the file is used.
9. The Museum will not provide any image which it knows is copyright protected. Even so, it is the user's responsibility to determine if a copyright exists on any image provided by the Museum and to bear liability for any third-party claims of copyright infringement.
10. The Museum will not assume any fiscal responsibility for royalties or fees claimed by or on behalf of a copyrighted image.
11. The user will provide the Museum a complimentary copy of any tangible product created from material in the Museum's collections.
12. Use fees for these requested materials are in the attached invoice.

I have read and agree to the above terms and conditions. I understand that the requested material will not be loaned without this form signed and returned with use fees to the Museum.

**SIGNED** \_\_\_\_\_  
Title Date

**FOR** \_\_\_\_\_

Approved for the National World War I Museum and Memorial:

**SIGNED**  
 \_\_\_\_\_  
Title Date

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