

## **Terms and Conditions of Submission and Use**

**Submission of images for examination or use is conditioned upon Recipient agreeing to all the terms contained herein. If you object to any of these terms, including the arbitration or stipulated damage provisions, you must return the images immediately.**

### **A. Terms related to Submission and Use**

1. Transparencies, negatives, prints, scans or digital images (hereinafter "images") may be held for fourteen (14) days approval. Unless a longer period is requested and granted by Amethyst Imagery, in writing, a holding fee of Five (\$5.00) Dollars per week per image will be charged after such 14 - day period and up to the time of return.
  2. Images may not be used in any way, including layouts, sketches, scans or photostats, until submission of and payment of an invoice indicating Recipient's right to use same, or indicating purchase of the Images outright, which shall be only on terms of use hereinafter specified.
  3. Recipient is responsible for loss or damage to the Images delivered to it, from time of receipt until their return to Amethyst Imagery. Recipient shall be responsible for safe delivery and return of Images to Amethyst Imagery and shall indemnify Amethyst Imagery against any loss or damage to Images in transit or while in the possession of Recipient. This agreement is not considered a bailment and is specifically conditioned upon the item so delivered being returned to Amethyst Imagery in the same condition as delivered. Projection of transparencies is not permitted. Recipient assumes an insurer's liability herein for the safe and undamaged return of the Images to Amethyst Imagery. Such Images are to be returned by bonded messenger or by registered mail (return receipt requested).
  4. The monetary damage for loss or damage of an original colour transparency or photograph shall be determined by the value of each individual photograph. Recipient agrees, however, that the reasonable value of such lost or damaged photograph or transparency shall be no less than Fifteen hundred (\$1,500.00) Dollars. Amethyst Imagery agrees to the delivery of the goods herein only upon the express covenant and understanding by Recipient that the terms contained in this Paragraph 4 are material to this agreement. Recipient assumes full liability for its employees, agents, assigns, messengers and free-lance researchers for the loss, damage or misuse of the Images.
  5. (a) Unless otherwise specifically stated, Images remain the property of Amethyst Imagery or the particular photographers. Upon submission of and payment of an invoice by Amethyst Imagery, a license only is granted to use the Images for the use specified on the invoice and for no other purpose, unless such Images are purchased outright. Such use is granted for Canada only, unless otherwise specified. Recipient does not acquire any right, title or interest in or to any photograph, including, without limitation, any electronic reproduction or promotional rights, and will not make, authorize or permit any use of the particular photograph (s), plate (s) or digital files made therefrom other than as specified herein. Full credit and copyright information must remain with Image.
- (B) Images used are to be returned within 1 month after date of invoice, except in cases of outright purchase. Recipient agrees to pay, as reasonable charges, the sum of \$5.00 per week per Image after such 1 month period to date of return.