

Rules for Commercial or Non-Profit Use:

To apply for permission to publish or reproduce photographs, maps, drawings, or archival materials from the Colorado Railroad Museum, please read and agree to the Agreement for Use of Material Reproductions below. This Agreement does not grant copyright permission but is a contract for permission to use materials reproduced by our staff or our designated off-site printing services. Use in any commercial or editorial medium requires the user to agree to this Agreement. Possession of an image or reproduction does not constitute permission to use it. The Colorado Railroad Museum reserves the right to decline permission to publishers and individuals who do not agree to the stated terms in this document.

Colorado Railroad Museum Agreement for Use of Material Reproductions

This document is for permissions only – the actual reproductions must be ordered separately.

Because I intend to use materials that belong to the Colorado Railroad Museum, for other than personal use, I therefore understand and agree that:

1. The materials and/or copies are furnished without representation or warranty as to any rights therein and the use thereof shall be entirely at my own risk.
2. I hereby agree it is my obligation to determine and satisfy any and all third party copyright, rights of ownership or use restrictions when using the materials and/or copies that are furnished.
3. I hereby agree to defend and indemnify and save and hold you, the Colorado Railroad Museum, its agencies, and/or their employees or designates harmless from and against any and all liability, including costs and expenses based on the violation of rights of ownership, infringement of copyright, or invasion of the rights of privacy, or laws of libel resulting from my use of such materials or copies furnished pursuant hereto.
4. I will not use or authorize others to use the material or copies furnished me for any purpose whatsoever, including all forms of publication or exhibit, except as specifically provided in this agreement, without first obtaining the written consent of the Colorado Railroad Museum.
5. I agree to use any materials provided without significantly altering it through any means. Altering the reproduction beyond standard cropping and resizing requires further discussion with the Colorado Railroad Museum Curator of Collections. A cropped image must specify that it is a detail of the full image.
6. I will supply the following credit line when reproducing materials:
“Colorado Railroad Museum, Catalog Number.” If the photographer or creator is known, their name should also be included in the credit line.
7. I agree to pay in advance the assessed commercial and editorial permission fees for my use of any images provided.
8. I am authorized to enter into this agreement on behalf of the organization named on the online order form and enter into the agreement on behalf of that organization and of myself.

I have read and agree to abide by the conditions described above: _____ Date: _____

By typing my name in the above field, I hereby agree to abide by the conditions described above.

Definitions

Personal/Private Use: The item(s) will be used only in a private home or office. They will not be displayed in a sales area or reproduced for any purpose.

Non-Profit: The item(s) will be published, displayed, or broadcast by a Colorado 501(c)(3) organization. Any profit from the publication, display, or broadcast will go into the account of the non-profit organization and not to an individual or corporation.

Commercial: The item(s) will be published, displayed, or broadcast in a commercial environment for profit. This includes commercial websites representing a person or corporation who sell goods or services.

Research/Education: The item(s) will be used by a student or instructor for use in a non-published report, paper, or presentation for educational purposes, such as in a class lecture or research project.

Public Display: Displayed item(s) in a public environment, such as a restaurant, sales office, reception area, or hotel lobby/room.

Original is for CRRM Records and copy is for customer