



Historic Film and Audio Recordings Conversion Project

Creston Museum

The Creston Museum accepts the following materials as part of a project to collect historic film and audio recordings from private collections and convert them to DVD and/or CD format:

Owner's Name

Phone Number:

Address:

Email Address:

Description and Content of Materials:

The Owner agrees to loan these materials to the Creston Museum for the project. The original materials will be returned to the Owner once it has been converted to DVD or CD format. The conversion will be done by TMTV in Nelson BC.

The costs of converting the original materials, including transportation to and from TMTV in Nelson, will be the sole responsibility of the Creston Museum. The decision to convert original materials depends on the content of that material as described by the owner, and is the decision solely of the Creston Museum.

The Creston Museum will take all reasonable care of the materials being loaned. All materials will be transported to and from Nelson by car, and will be in the care of Creston Museum staff or volunteers at all times, except while being converted at TMTV. The Owner understands and accepts that accidental loss or damage to original materials may occur.

The conversion process will require playing the original materials. The Owner understands and accepts that this may cause damage to the original materials.

219 Devon Street Creston, BC V0B 1G3 Phone 250-428-9262 Fax 250-428-3324
mail@creston.museum.bc.ca www.creston.museum.bc.ca

Operating funding generously provided by:



BRITISH COLUMBIA
ARTS COUNCIL
An agency of the Province of British Columbia

TMTV will perform basic cleaning and minor repairs to the original materials. The conversion process **does not** include significant repairs or cleaning. Original materials that require extensive cleaning or repair will not be converted, at the discretion of TMTV and the Creston Museum.

Two copies of each CD or DVD will be made. One copy will be returned to the Owner along with the original materials. The second copy will remain the property of the Creston Museum, and will be added to the Creston Museum's collections.

The Owner agrees that the Creston Museum may use the converted materials for any purpose whatsoever forever, without seeking additional permissions from the Owner. These purposes include, but are not limited to:

- o Excerpting segments from the converted materials for any use, including but not limited to exhibits, documentaries, and/or presentations;
- o Combining the converted materials with other materials, including but not limited to other audio/video recordings, still photographs, and documents;
- o Publishing the images and/or information contained in the converted materials in any format, including but not limited to exhibits, television and radio broadcasts, CD or DVD, and web-based formats;
- o Making additional copies of the converted material, or new arrangements (exhibits, presentations, documentaries, etc) containing the converted material, for conservation purposes, for presentation in the Museum or in other venues, and/or for sale in the Museum's gift shop;
- o Making the converted materials, and/or copies of the converted materials, available to public researchers.

The Owner understands and accepts that any or all of these purposes may generate revenues for the Creston Museum, through research fees, copying fees, and/or sale of products.

The Owner understands that the Creston Museum often receives requests from other individuals, organisations, and businesses to publish materials from its collections in books, documentaries, on the Internet, and in other formats. These external publications may or may not generate revenues for the external publisher.

_____ The Creston Museum may give permission on my behalf to external publishers, to publish the converted materials described above, for any purpose and in any format, including revenue-generating use of the materials.

_____ External publishers must obtain my permission to use the converted materials, by contacting me at the addresses and numbers above, before publishing the converted materials described above. If I move prior to the expiration of this restriction, the external publishers must make all reasonable efforts to locate me. This restriction expires on _____ or with my death, whichever is later.

(Initial the appropriate paragraph above)

The Owner declares that he/she is the legal owner of the original materials and legally entitled to loan them to the Creston Museum for the purposes of this project, to agree to the terms outlined above, and to grant permission to the Creston Museum to use the converted materials as described above.

Owner:

Creston Museum:

Signature

Signature

Print Name

Name and Title

Date

Date

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