



DONATION OF PHOTOS OR DOCUMENTS

Date of Issue/Revision:
February 24, 2022

DONATED BY:

Name: _____ Phone: _____

Address: (Street) _____ (City): _____

(Province/State) _____ (Country) _____ (Postal Code) _____ Email: _____

DESCRIPTION OF RECORDS:

WHEREAS:

The District of Logan Lake (the "District") operates and maintains digital archives for the storage and display of records relating to the District or having a bearing on the history of Logan Lake, British Columbia and surrounding area; and

The Donor (as described above) is the owner of a certain collection of records and desires to provide the collection to the District for its digital archives, subject to the terms and conditions stipulated in this agreement.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the promises and the covenants, agreements, representations, warranties hereinafter contained, the parties hereto covenant and agree as follows:

DONATIONS:

The Donor hereby transfers and assigns to the District all right, title and interest in the Collection, consisting of the Records described above as a gift for the sole and exclusive use of the District, subject to the provisions of this agreement.

WARRANTY:

The Donor hereby warrants that it is the owner of all Records donated for the Collection and that it has no knowledge of any claims or demands adverse to such ownership.

PRESERVATION AND MAINTENANCE:

The Archivist shall preserve and maintain the Collection at the Digital Archives in accordance with Standard Procedures as set out by the District.

PUBLIC ACCESS, COPIES AND DISPLAY:

The Donor acknowledges that the Digital Archives is a publicly funded online resource established for the purpose of storing and preserving digital archival records and making such records available for research and inspection by members of the public.

All or any part of the Collection shall be available to members of the public for inspection in accordance with Standard Procedures.

Records available to members of the public for inspection may be photocopied, photographed or otherwise reproduced or copied in accordance with Standard Procedures.

All or any part of the Collection available for public inspection may be placed on public display or exhibited in the sole discretion of the Archivist. The Archivist will provide attribution to the Donor.

COPYRIGHT:

The Donor hereby irrevocably assigns and transfers to the District all its copyright in the Records comprising the Collection.

The Donor hereby further waives any moral rights which may apply to the Collection.

The District shall have the right to use and to copy all or any part of the Collection in accordance with the law of copyright in Canada.

RELEASE OF NAME:

The Donor authorizes the release of its name as the Donor of the Collection or any part of it.

INDEMNITY:

The Donor shall indemnify and save harmless the District from any suits, actions, claims, damages, costs or expenses whatsoever arising from a breach by the Donor of any obligation or warranty under this agreement.

APPLICABLE LAW:

This agreement shall be construed in accordance with the laws of the Province of British Columbia.

ADDITIONAL TERMS AND CONDITIONS:

I HAVE READ AND AGREE TO THE TERMS CONDITIONS OF DONATION ABOVE.

X

Donor Signature

Date