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## 2005 Photo CD Terms & Conditions

1. Photo(s) means all photographic material furnished by the Steamboat Springs Chamber Resort Association and/or Photographer hereunder, whether transparencies, negatives, prints, digital images or otherwise.
2. All photos must be used for **editorial purposes only** and for the expressed promotion of Steamboat Springs, Colorado, unless prior written approval is obtained from the Steamboat Springs Chamber Resort Association or Photographer.
3. All photos and copyrights associated therewith shall remain the exclusive property of the Steamboat Springs Chamber Resort Association and Photographer.
4. Client acquires only the rights specified and assumes insurer's liabilities that indemnify Photographer and/or the Steamboat Springs Chamber Resort Association for loss, damage, misuse of any images. If slides are sent, to return all slides prepaid, fully insured, safe and undamaged by bonded messenger, express, priority or registered mail.
5. User will not make or permit any alteration, additional or subtractions in respect of the images, including without limitation any digitalization or systemization of the photographs, alone or with any other materials, by use of computer or with other electronic means now or hereafter known without written consent of the Steamboat Springs Chamber Resort Association being first obtained in each instance.
6. **Credit notice:** "Photographer's Name/Steamboat Springs Chamber Resort Association" **must accompany each use as an adjunct credit line. Photographers' names can be located in the file of each image.**
7. Client may not assign or transfer this agreement or any rights granted hereunder.
8. Lost or damaged duplicated photos are subject to a \$50 fee per photo. Lost or damaged originals are subject to a minimum fee of \$1,000 per original depending upon the estimated value of the image(s) in question.
9. **By using these images, Client agrees to the above terms and conditions.**