



USE OF IMAGES AGREEMENT

IN CONSIDERATION of my: (please check):

___ being permitted to enter upon the Premises and make or obtain paintings, drawings, photographs, cinematographs, film, video tape, and/or other fixed images, past, present or future (collectively "Materials ") of the CN TOWER, located at 301 Front Street West, Toronto, Ontario M5V 2T6 (the "Premises"), and a division of CANADA LANDS COMPANY CLC LIMITED (hereafter referred to as "CN Tower"), or any part thereof, including, without limitation, the premises, interior and/or exterior thereof or any signage, intellectual property, personal property, fixtures or other items thereon or therein (collectively, the "Tower Images"); or

___ being permitted limited use of existing Tower Images provided to me by the CN Tower, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby acknowledge and agree as follows:

1. The distribution, sales, publication, broadcast and/or other exploitation, in any manner, media or territory, of any Tower Images, including, without limitation, images of the *Observation Levels, LookOut, Glass Floor and SkyPod, Horizons, 360 The Restaurant at the CN Tower*, or any CN Tower attractions, without limitation, requires the express prior written consent of CN Tower, and without such prior written consent is strictly prohibited.
2. I therefore agree that I shall not, nor shall I authorize any other party to, distribute, sell, publish, broadcast and/or otherwise exploit any Tower Images, in any manner, media or territory whatsoever, without the express prior written consent of CANADA LANDS COMPANY CLC LIMITED, which may be unreasonably withheld or delayed, at such party's sole discretion. I agree that any references to the CN Tower in the Program (as described/defined in the attached document) shall be accurate, and will positively reflect the CN Tower's status as CANADA'S NATIONAL TOWER, architectural icon and major tourist attraction. I further hereby agree to provide CN Tower with a copy of any such Tower Image, in its final form and context, as soon as available, and in any event prior to its release. CN Tower shall be provided a minimum of five (5) business days to review the image and approve or not approve of its use.
3. In the event that CN Tower consents to a particular use of a Tower Image, in accordance with the terms hereof, such consent shall apply only to that particular use of such Tower Image, and shall not be deemed to extend or apply to any other use of such Tower Image by me or any other party, unless I have signed a Location Authorization and Release form in favour of the CN Tower. For greater clarity, and without limiting the generality of the foregoing, I agree that each subsequent use of a Tower Image, in any manner, media or territory whatsoever, must be consented to in writing by CN Tower.
4. In the event that CN Tower consents to a particular use of a Tower Image, in accordance with the terms hereof, I agree to include "Courtesy of The CN Tower" with any film or video production and/or "Copyright of Canada Lands Company CLC Limited" or such other party as may be designated by CN Tower with any published photograph.
5. I hereby agree not to portray any logos, brand names or specific products or services, whether currently on-site at the CN Tower or brought to the Premises for these purposes without the express written consent of CN Tower. I agree that no right, title or interest to or in any logos, brand names or trademarks is granted under this Agreement. All such right, title and interest to or in the use of such logos, brand names or trademarks shall remain the exclusive property of CANADA LANDS COMPANY CLC LIMITED.
6. Permission by the CN Tower will be subject to proof of insurance.
7. Location fees or image use fees may apply. See CN Tower Location Release.

I hereby agree to comply with all other terms, conditions, requirements or restrictions as explained to me by CANADA LANDS COMPANY CLC LIMITED.

DATED at Toronto, Ontario, this _____ day of _____, 20 _____

Signed, Sealed and Delivered in the presence of:

CN Tower Authorized Signature

Company Name

Name of Person Authorizing

Print Name

Address

Phone Number

Signature

I have the authority to bind the Corporation.

Area required entry: _____





Reasons for access: As outlined in attached
As outlined in attached

Name of Company:			
Address:			
Contact person:			
Telephone Number:		Fax Number:	
E-mail Address:		Website:	

“PROGRAM” DETAILS

Name of program (production or publication):	
Synopsis of program (production or article):	
How will this footage/image be used? What is the storyboard:	
Why the CN Tower:	
When will the final product be shown? (aired/published):	
Television or cable station (if applicable):	
Size of audience (viewers/readers):	
Geographic reach (where in the world are your viewers/readers located?):	
When will the CN Tower receive a copy:	
How will the CN Tower benefit from this:	
Will the CN Tower receive credit:	

FILM SHOOT DETAILS (If on-site access is required)

Date and length of time needed to film:	
How many people in your crew:	
Do you require a spokesperson:	
Specific locations at the CN Tower you wish to film:	

Requested by: _____ Date: _____

Authorized by: _____ Date: _____

