### Shasta Historical Society: Photographic and Film Use Policy and Form

The Shasta Historical Society supports and encourages access to the materials in our collections. While the Society may own a physical object, we may not be the holder of the copyright. Consequently, the Society does not assume responsibility for literary property, copyright, or any other legal property involved in the reproduction or the publication of items from its collections. This includes all documents, photographs, maps and works of art. The user must assume all responsibility for securing permission from the appropriate copyright holder if publication is planned. Not all items will be made available for reproduction and/or publication. Permission to use materials from Society Collections does not give the user exclusive rights to the material, nor the right to manipulate or crop the item without explicit permission, nor does permission include future re-use of the material. Each new use requires a new Use Agreement.

## Ordering a photo reproduction:

- No digital copies of collections materials may be transmitted or obtained. When reviewing
  materials on our database, no flash drives are permitted, nor can patrons email photos or film to
  themselves.
- A use *and* service fee is charged for the creation of a reproduction. In addition to the fee to use the image(s), there is an additional charge for our third party company to produce the prints. This fee depends on the size and quantity of you order.
- Commercial use of images is subject to additional fees and restrictions. See below for details.
- The person signing the agreement is responsible for conforming to the Conditions for Reproduction. This form acts as the contract and invoice. A Society representative will countersign the form. The form will be returned, signifying that use as stated on the form has been granted.

#### CONDITION OF USE FOR COMMERCIAL PURPOSES:

- Before receiving your order, the use fee must be PAID IN FULL.
- The Society must be credited on or next to *each* image or film clip with a line reading: "Courtesy of the Shasta Historical Society" (and photographer/artist's credit if applicable).
- The user *must* submit the publication for review prior to publication and send a complimentary copy of the publication to the Society.

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# Photograph and Film Use Reproduction Rights: Does not include the service fee.

Use Type	Description	Cost
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	National firms (like Newsweek, McGraw-	
Class I Publication	Hill)	\$500.00 <i>per photo</i>
Class II		
Publication	Local, having limited circulation	\$10.00 per photo

Use of Photographs of Films:				
□Research or Personal				
□Public Display or Exhibit	cion:			
□Publication:				
□Other:				
User applies for permissi	ion to reproduce the follo	owing work(s) (list access	sion numbers):	

# Reproduction or Publication of Print and Film Media from the Shasta Historical Society Collections

- 1. Written permission must be obtained from the Shasta Historical Society to reproduce or publish images from the Society's collections.
- 2. A *Publication* is defined as any published reproduction of an image such as: printed reproduction, book, periodical, flyer, published film, or published electronic publication (slide show).
- 3. Permission is granted only for one usage in the Publication in one edition and in one language. Any subsequent use (including subsequent editions, paperback editions, foreign language editions, etc.) constitutes reuse and must be applied for in writing to the Society. An additional fee may be charged.
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- 5. Objects appearing in the Society's images, even if such objects are owned by the Society, may be protected by copyright, publication rights, or related interests that are not owned by the Society. The Society is not giving permission to exploit any third party rights. The Applicant will ascertain whether any such rights exist, pay any royalties or fees claimed by any third party and obtain all other permission required to carry out Applicant's activities without infringing the proprietary rights of, breaching a duty to, or breaching an agreement with, any third party. Applicant will indemnify, defend, and hold the Society harmless from all costs, charges, fees, or expenses (including reasonable attorneys' fees), losses, damages, liabilities, or judgments arising from or relating to any claim, cause, or allegation asserted by a third party against the Society based entirely or in part on Applicant's exploitation of the items permitted for use hereunder.
- 6. Duplicates may not be made of photographic materials supplied by the Society without the Society's prior written approval. Any duplicates are the property of the Society and will be immediately provided to the Society by Applicant.
- 7. Each item must be reproduced unaltered and in its entirety unless approved in writing by the Society. The reproduction may not be cropped, bled off the page, guttered across facing pages, or printed on colored stock or with colored ink, nor may anything be superimposed on the item. When a detail is used, the word "detail" must appear in the credit line.
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- 10. No permission granted pursuant to this Application may be assigned by Applicant. This Application and any attached and cross-referenced pages sets forth the entire agreement of the Society and Applicant regarding the item(s) identified on this Application, and supersedes all prior promises, representations, or statements of any kind, whether written or oral. This

POLICY NUMBER: HR.03 Approved October 8, 2015

- Application may only be modified in writing signed by the authorized representative of the Society and expressly stating its intention to modify this Application. This Application will be governed by the law of the State of California without regard to its conflicts of laws principles.
- 11. The reproduction permission granted hereby is limited to a nonexclusive reproduction solely on the terms set forth herein. The Society retains all copyright ownership and all rights to exploit its copyrights. All rights not expressly granted herein are reserved to the Society. If reproduction is to be made from materials depicting the Society's property, but not supplied by the Society, the Society reserves the right to approve these materials.
- 12. Applicant will obtain the Society's prior written approval of final presentation of item(s) prior to general distribution or publication of the Publication.
- 13. Applicant will defend, indemnify, and hold the Society harmless from all claims, causes and allegations (whether threatened or pending) costs, fees and expenses (including reasonable attorneys' fees), awards, judgments, damages, losses and liabilities arising from or relating to any breach of this Application by Applicant or the officers, directors, shareholders, employees, agents, representatives contractors and subcontractors of Applicant.

  This policy is adapted from the Getty Research Institute.

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