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 your 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.

Name: __________________________________________

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Address: __________________________________________

Phone Number: __________________________________________

POLICY NUMBER: HR.03
Approved October 8, 2015
Photograph and Film Use Reproduction Rights: Does not include the service fee.

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<tr>
<th>Use Type</th>
<th>Description</th>
<th>Cost</th>
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<tr>
<td>Personal Use</td>
<td>No Reproduction Rights</td>
<td>$5.00 per photo</td>
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<tr>
<td>Non-Profit</td>
<td>Government, Schools, Libraries, Non Profit</td>
<td>$5.00 per photo</td>
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<td>Class I Publication</td>
<td>National firms (like Newsweek, McGraw-Hill)</td>
<td>$500.00 per photo</td>
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<tr>
<td>Class II Publication</td>
<td>Local, having limited circulation</td>
<td>$10.00 per photo</td>
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Use of Photographs or Films:

- ☐ Research or Personal
- ☐ Public Display or Exhibition: __________________________
- ☐ Publication: __________________________
- ☐ Other: __________________________

User applies for permission to reproduce the following work(s) (list accession numbers):

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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.

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This policy is adapted from the Getty Research Institute.

Statement of responsibility: I have read and agree to the terms of use applicable to my request. Furthermore, I understand that the request I submit here may be modified and may not reflect how the final order is fulfilled. I agree to pay a total use fee of $ __________.

FOR COMMERCIAL USE: I agree to credit each image or film clip with a line reading: “Courtesy of the Shasta Historical Society” (and photographer/artist’s credit if applicable) on or below the image; submit the publication for review prior to publication, and send a complimentary copy of the publication to the Society (not required for Personal Use).

________________________________________  __________________________
Applicant’s Signature                        Date

Permission is granted for the one time use of the specified materials.

________________________________________  __________________________
Executive Director                          Date