



Jerome Historical Society, Inc.

P.O. Box 156
Jerome, AZ 86331



Permission to Publish Pictorial Images Commercially Request Form

To the Jerome Historical Society Board of Directors,

1. I am seeking permission to publish the following photographic images for commercial use and agree to pay the required fees indicated on page 4.

Accession number	Brief Description of Photo

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Description of Publishing Project:

Author/Creator: _____

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Classification of publication:

Journal/Magazine Title: _____ Circulation: _____

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For Profit design or advertising use End Product: _____

Other: _____

Title or Description of project:

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2. **Permission:** All requests to reproduce photographic images from the Jerome Historical Society Archives must be submitted on this application. The applicant agrees to abide by all terms, conditions and provisions of this agreement.

Permission for reproduction is granted only when this application is countersigned by an authorized representative of the Jerome Historical Society. Permission for reproduction is limited to the applicant and is non-transferable and only for the expressed purpose described in this application. This permission is non-exclusive: the Jerome Historical Society reserves the right to reproduce the image and to allow others to reproduce the image.

Jerome Historical Society reserves the right to refuse reproduction of its pictorial images and to impose such conditions as it may deem advisable in its sole and absolute discretion in its best interests.

3. **Reproduction of Photographic Images:** Permission is granted to use only the images that are identified and described on page 1 of this application. Photographic images supplied by the Jerome Historical Society may not be copied, scanned, exhibited, resold, or used for any other purpose than that specified in this application. Unauthorized reproduction will incur a fine of three times the normal fee and the Jerome Historical Society reserves the right to demand surrender of all materials containing unauthorized reproductions.
4. **Fees:** see fee schedule on page 4
5. **Copyright:**

- a. **Permission:**

In addition to the permission of the Jerome Historical Society, additional permission may be required. In cases of living artists and/or subject to the 1976 Copyright Law or the 1991 Visual Artists Rights Act, written permission must be secured by the applicant from the artist, his/her agent, or the copyright owner and provided to the Jerome Historical Society before a photograph of the artwork will be released.

- b. **COPYRIGHT WARNING CONCERNING RESTRICTIONS**

The copyright law of the United States (Title 17, USC) governs the making of photocopies or other reproductions of copyrighted material. Under certain conditions specified in the law, archives and libraries are authorized to furnish a photocopy or reproduction. One of these specified conditions is that the photocopy or reproduction is not to be "used for any purpose other than private study, scholarship or research." If a user makes a request for, or later uses, a photocopy or reproduction for purposes in excess of "fair use", that user may be liable for copyright infringement. The Jerome Historical Society reserves the right to refuse a copying order if, in its judgment, fulfillment of the order would involve violation of copyright law.

- c. **Privacy:**

An individual depicted in a reproduction has privacy rights as outlined in Title 45 CFR 46 ("Protection of Human Subjects"). The Jerome Historical Society reserves the right to require a release from individuals whose privacy may be violated by the publication of this image.

- d. **Responsibility:**

The Jerome Historical Society assumes no responsibility for infraction of copyright laws, invasion of privacy, or any other improper or illegal use that may arise from reproduction of any image. The applicant agrees to hold the Jerome Historical Society and its agents harmless against any and all

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claims arising or resulting from the use of each image and shall indemnify the Jerome Historical Society and its agents for any and all costs and any damages arising or resulting from any such authorized use.

6. **Image Alteration:** I understand that photographic images must be reproduced unaltered and in their entirety unless approved in writing (standard cropping and resizing are permissible). The image must not be overprinted, printed on color stock or bled off the page.
7. **Credit Line:** It is mandatory that the credit line, including image number, appear with the image or on a credit page, indicating the page number. Crediting of each individual item is mandatory in all cases. The payment of a fee does not exempt an applicant from credit line requirements. Failure to include a credit line will incur a charge of \$100.00 per image.
Example: Jerome Historical Society Archives
HVY-004-001
8. **Pre-Publication Rights:** The Jerome Historical Society reserves the right to examine proofs and captions for accuracy and sensitivity prior to publication with the right to revise if necessary. The Jerome Historical Society reserves the right to refuse any request and to impose such conditions as it may deem advisable in its best interest.
9. **Payment of Fees:** Prepayment of all fees is required before permission to publish is granted. Default in payment shall immediately revoke permission. If the size of edition or numbers of edition exceeds the terms specified in this application, the applicant shall immediately pay the difference in use fees. If payment is not received within thirty (30) days, the applicant shall be liable for twice the difference in fees.
10. **Final Publication:** The applicant agrees to send the Jerome Historical Society, upon date of publication, two complete, best edition, gratis copies of the work containing the reproduction at no charge.
11. All original prints and negatives are retained by the Jerome Historical Society and do not leave the facility. Images may not be copied by clients using their own equipment.

Endorsements:

By signing this application, I accept personally on behalf of: _____

_____ all of the above conditions set forth in this agreement.

Signature Date

Approved on (date): _____ by: _____ Title: _____



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FEE SCHEDULE FOR COMMERCIAL USE

Periodicals/Series:

Under 20,000 circulation.....	\$20.00 per photo
20,000-49,999.....	\$40.00 per photo
50,000-99,999.....	\$75.00 per photo
Over 100,000.....	\$100.00 per photo

Book Editions:

Under 10,000 copies.....	\$20.00 per photo
10,000-24,999 copies.....	\$40.00 per photo
25,000-49,999 copies.....	\$75.00 per photo
Over 50,000 copies.....	\$100.00 per photo
Book Jacket only.....	\$150.00 per photo

Advertising or Promotional Uses:

(postcards, menus, notepaper, unbound materials, posters, brochures)

Local.....	\$20.00 per photo
Regional.....	\$40.00 per photo
National.....	\$100.00 per photo

Broadcast film or television:

Local.....	\$20.00 per photo
Regional.....	\$40.00 per photo
National.....	\$100.00 per photo
Worldwide.....	\$250.00 per photo

Non-Profit Entities 501(c)(3):

\$10.00 one-time fee for one edition use of a photograph
For multiple uses, photo is subject to the fees outlined above