



# The BREWSTER HISTORICAL SOCIETY

Box 1146, Brewster, MA 02631 ~ 508-896-9521

## Application for Permission to Reproduce Images Including Conditions of Use

Name of Applicant \_\_\_\_\_ Organization or agency \_\_\_\_\_  
(if applicable)

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_

### Material to be used:

Item Number	Title or Description	Notes

### Intended use of material:

Description of use: \_\_\_\_\_

Projected date of publication/release/posting \_\_\_\_\_ Production Run: \_\_\_\_\_

### Format (Circle all that apply):

Book / Textbook • Magazine / Newspaper • Film/Video • Advertisement • CD-Rom / DVD • Personal Educational • Dissertation • Exhibition catalog • Internet Site • Museum/Gallery Exhibit • Other \_\_\_\_\_

### Use (Circle all that apply):

Commercial use    Non-profit 501 (c) 3# \_\_\_\_\_



## **Conditions of use:**

### **1. Reproduction of images requires application and is nontransferable.**

All requests to reproduce the repository's holdings, which may include photographs, film video, images manuscripts, images of maps and other documents, must be submitted by application. By signing this application, the applicant agrees to abide by all terms, conditions and provisions of this agreement.

Permission for reproduction is limited to the applicant and is nontransferable. Permission for reproduction is granted only for the expressed purpose described in this application. This permission is nonexclusive. The repository reserves the right to reproduce the image and allow others to reproduce the image.

### **2. Reproduction is for one use only and in one format only.**

Any subsequent use (including subsequent additions, web publication, advertising for the item, etc.) constitutes reuse and must be applied for in writing to the repository. Any change in use from that stated on the application requires permission from the repository. In the event that the applicant engages in unauthorized reproduction of photographs or other materials, the applicant agrees to pay the repository a sum equal to three times the normal commercial fee, not as a penalty but as liquidated damages agreed upon due to the difficulty in assessing actual damages incurred; the repository may in the event of unauthorized reproduction require surrender of all materials containing such unauthorized reproductions and the applicant agrees that such materials will be immediately surrendered upon receipt of request from the repository.

Copy photographs or other imagery supplied by the repository may not be copied, scanned, exhibited, resold or used for any other purpose than that specified in this application. Copies will not be deposited in another library, archive or repository.

The permission granted hereunder does not include the right to include the image in any printed or electronic materials accompanying the product or in any advertisement for the product other than as expressly permitted below:

Solely in connection with the marketing and distribution of the product, applicant may use the image on the packaging of the product and in any advertisement, product catalogs, or publicity or promotional materials, (a "Promotional Use") provided that if the image is so used, the Brewster Historical Society (herein after referred to as "BHS") will be given a credit on the same page as the image appears. Applicant agrees that any promotional use will be made solely in a manner, which indicates that the image is part of the content of the product, and the BHS's name will not be used as an aesthetic or design element in such promotion use. Without limiting the generality of the foregoing, the applicant will not use the image or BHS's name in any manner which creates any association between the image and/or the BHS and the applicant to such an extent that any goodwill towards the product or applicant arises in the image and/or BHS's name and the applicant agrees that they will not have right, under any circumstances whatsoever, to claim and will not claim, that such goodwill has arisen or the applicant is entitled to the benefits, if any, thereof.



### **3. The BHS may limit publication due to copyright restrictions.**

The repository reserves the right to refuse reproduction of its holdings if it feels fulfillment of that order would be in violation of copyright law or other law. Beyond the permission of the repository, additional permissions may be required. Those permissions may include, but are not limited to:

- The repository extends the rights of privacy to include ceremonial objects and rites of Native Americans and reserves the right to require the permission of the tribe's cultural office before releasing reproductions.
- In instances where the repository holds only a reproduction, the written permission of the owner of the original is required.

It is the responsibility of the applicant to obtain permission to publish from the owner of copyright (the institution, the creator of the record, the author or his/her transferees, heirs, legatees or literary executors). The repository will aid the applicant in contacting individuals by providing addresses, when available. However, the repository does not warrant the accuracy of that information and will not be responsible for any inaccurate information.

In instances where the individual or organization who may grant permission cannot be contacted, the repository may consider granting permission for reproduction based on the applicant's evidence of a good faith effort to contact with the appropriate individual. However, the repository 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. In all instances, the applicant agrees to hold the repository and its agents harmless against any and all claims arising or resulting from the use of the material and will indemnify the repository and its agents for any and all costs and damages arising or resulting from any such unauthorized use.

### **4. All reproductions must include proper citation. (Please see Citation formats/examples section)**

All reproductions must include the name of the repository in a caption or credit. The repository may also require that the artist/creator, the title of the work and the object's catalog number appear in the caption or credit as well.

**With use of images, credits must appear within the image or at the very border of the image except in the instance where images are distributed or used electronically. In this instance, the credit or caption must appear as part of the image and must be displayed in letters which are in a legible typeface.**

The payment of a commercial use fee does not exempt the user from the credit line requirement. Failure to include a credit line or electronic watermark or inaccurate captions or credit, will require the applicant to pay the sum of One Hundred Dollars (\$100.00) per image, as liquidated damages and not as a penalty in view of the difficulty of assessing actual damages for this breach.



**5. Citation Format**

Unless otherwise instructed, the credit line must include: *“Courtesy of the Brewster Historical Society”* and the specific location information or item number. However, occasionally the required citation will include the collection name or photographer depending on the Donor Agreement, etc.

**6. Prepayment of all fees, including use fees, is required before permission is granted. Default in payment will immediately revoke permission.**

If the size of edition or number of editions exceeds the terms specified in this application, the applicant will immediately pay the difference in use fees. If payment is not received within thirty (30) days, the applicant agrees to pay a use fee equal to twice the originally quoted use fee.

**7. The applicant agrees to send the repository two copies of the work containing the reproduction at no charge.**

All expenses for shipping and handling are to be borne by the applicant.

**8. Reproduction is permitted only from prints, transparencies or digital images supplied by BHS.**

No items will be loaned without special arrangement with the curator.

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By signing this application, I accept personally and on behalf of any organization which I represent, the conditions set forth above.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_  
(if representing an organization)

When signed by an authorized agent of the Brewster Historical Society, this form constitutes permission for reproduction as outlined in this application.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

