

Photographic Collections Use and Permission Form



Brea Museum & Historical Society

Thank you for your interest in images from the photographic collection of the Brea Historical Society. Please read and sign the following permission form so we can process your order as quickly as possible.

Our Mission is to preserve and to provide access to the rich history of Brea and its surrounding sphere of influence in North Orange County. The Brea Historical Society grants permission and use of images from its collection with the expectation that all uses align with the society's mission and benefit the community.

The Brea Historical Society owns the physical collections displayed and housed at the Brea Museum and holds copyright for many of the photographic prints, slides, and negatives in its possession but does not claim exclusive ownership rights to all the images in our collections. Because the copyright status is affected by such things as the employment status of the photographer, the date the images were created, the date the images were first published and the information that accompanies the first publication, it is sometimes difficult to determine copyright status. As such, the Brea Historical Society does not claim exclusive ownership rights to all the images in our collection and is hereby simply granting permission to use the images in our collections. This permission is nonexclusive and nontransferable.

I/we request permission for the one-time use of the photographic materials listed on the order form and for the specific use as stated on the order form. Once granted, I/we understand that permission is only for a one-time, nonexclusive, and nontransferable permission to use the requested images in the manner stated on the order form. I/we understand that any other uses including wider use or distribution and/or subsequent dissemination or editions constitute a new project and require a new agreement with the Brea Historical Society.

As user(s) of the photographic materials, I/we accept responsibility for complying with libel laws, publicity rights, and copyrights associated with my project.

As user(s) of the photographic materials, I/we assume responsibility for determining the copyright status of these materials when the Society does not hold clear copyright. The Society does not claim exclusive ownership of all photographic materials collections (e.g. other prints may be owned by different institutions or individuals), but the Society will grant permission based on its ownership of the photographic images in its collections.

I/we agree to maintain the integrity of the image and agree not to invert or distort the image and add or remove content from the image. Minor adjustments for contrast, sharpness, and tone within reason are allowed. Cropping of the image, within reason, is also allowed. Drastic cropping to highlight a detail within the image must be specified on the order form and the publication must include an explanatory statement indicating that the image is a detail of the original (i.e. "Detail from..."). All other alterations of images must be approved by the Society in advance of the fulfillment of the request.

I/we agree to defend, indemnify, save and hold harmless the Brea Historical Society, its Board of Directors, its employees, officers or designees, from any and all costs, expenses, damage, and liability arising from any claim whatsoever which may be presented by anyone for loss or damage or other relief associated with or caused by the release of the specified photographic materials to the undersigned and their use in any manner, including their inspection, publication, reproduction, broadcast, rebroadcast, duplication or printing by anyone for any purpose whatsoever.

I/we agree to provide credit line acknowledging the Brea Historical Society (e.g. "Photo courtesy of the Brea Historical Society")

I/we understand that my/our use of Brea Historical Society photographic collections does not constitute the Society's endorsement of any product, enterprise, campaign, or opinion, nor does the use of the Society's artifacts confirm the accuracy of the site, publication, or broadcast.

At least one copy of the published work, galley proofs of the exhibition, electronic media, motion picture, video media, or broadcast will be donated to the Brea Historical Society for its collections housed at the Museum.

I/we agree to pay the fees associated with fulfilling this request when the order form is submitted.

The Brea Historical Society reserves the right to refuse to grant permission and/or provide copies of its artifacts to anyone who has not complied with – or deviates from – the above state policies.

I/we have read, accept, and agree to abide by the terms listed above:

Name (print) _____ Date May 20, 2016

Signature _____

Title/Association (if applicable) _____

*****Permission to use Brea Historical Society Photographs is not granted until the signed permission form is submitted, reviewed, approved, and signed by a BHS representative and all fees are paid.***

Brea Historical Society Use:

Received _____ Reviewed _____

Approval
By _____

Date _____

Notes:



Brea Museum & Historical Society

Photographic Collections Order Form

Name _____ Date of Request: _____

Title/Company/Institution _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

Use: Describe how the photographic materials will be used (be sure to specify the format – book, website, etc. – and the publisher and/or place of publication (including a website’s URL))

****Note that use fees and conditions apply. Refer to the Fee Schedule and to the “Photographic Collections Use and Permission Form.” You must submit a signed permission form before your request will be filled.**

Collection Number	Description	Specifications	Cost (per image)

Reproduction _____
 Use _____
 Transportation _____
 Other _____
 Ca Sales Tax _____

FEE SCHEDULE FOR IMAGE REPRODUCTION & USE

Brea Museum & Historical Society
 495 S. Brea Blvd. Brea, California 92821
 714-256-2283 info@breamuseum.org

***FEES ARE ASSESSED PER IMAGE FOR BOTH “IMAGE REPRODUCTION” AND “PUBLICATION AND DISPLAY”;**
QUOTES CAN BE PROVIDED FOR VOLUMES OF 8 IMAGES OR MORE

IMAGE REPRODUCTION: (for personal use)

Photocopies: \$0.30 (letter/legal) or \$0.75 (11x17)

Scan: \$25 (on CD)

Images are scanned at 300 dpi and saved in pdf format. Up to 600 dpi and an alternate format are available upon request.

PUBLICATION AND DISPLAY: (additional charges apply depending upon your intended use)

	<u>Non-profit.*</u>	<u>For Profit:</u>
Books (by print run)		
Under 2500	\$20	\$35
2500-4999	\$30	\$50
5000-9999	\$40	\$70
10,000-24,999	\$50	\$90
25,000+	\$75	\$115
Cover	add \$10	add \$25
 Periodicals, Newspapers, Magazines, Newsletters		
Brochures or Journals (by print run)		
Under 5000	\$20	\$35
5000-9999	\$30	\$50
10,000-49,999	\$40	\$70
50,000-99,999	\$50	\$90
100,000+	\$75	\$115
Cover	add \$10	add \$25
 Exhibition	 \$35	 \$75
Advertising	\$125	\$255
Video, Television, Film, or CD-Rom	\$50	\$110
Website	\$50	\$200
Wall Décore	\$20	\$100

SHIPPING: varies by mode of shipment and size of media

TAX: varies by date, inquire with the museum on current state and local taxes

*Non-profit 501(c)3 organizations