

North Fredonia Street \* Longview, Texas 75601 \* (903) 753-5840 \* www.gregghistorical.org

## Image/Historical Document Use Agreement and Order Form

Please read, supply the requested information, and return Pages 1-4 of this form-with payment- to Executive Director, Gregg County Historical Museum, 214 North Fredonia Street, Longview, Texas 75601

Name:			
Institution or Group:			
Address:			
City:	State:	Zip:	
Phone:	Email:		
Photos Requested:			
In the space provided below, please image(s)/historical documents such as pupublication, list the author, title, published institution, and duration of exhibit.	blication, video, exhi	bition, or personal researd	ch. If for
Description of Use:			

## **Conditions of Use:**

## The Applicant agrees:

- 1. To use the image(s)/historical documents only for the purpose or project stated above. Later and different use constitutes reuse and is prohibited. Subsequent requests for permission must be made in writing. A reuse fee may apply.
- 2. The image(s)/historical documents, hereby loaned/reproduced by the Gregg County Historical Museum shall not be sold, given loaned out, and/or duplicated unless prior permission is obtained in writing from the Gregg County Historical Museum.
- 3. The borrower/purchaser must not allow any public or private agency to reproduce, in any form, any item(s) borrowed/purchased from the Gregg County Historical Museum.
- 4. In cases where the Gregg County Historical Museum foes not hold the copyrights for any images/historical documents that are loaned/purchased herein, the borrower, purchaser must seek usage permission from the legal holder of the copyright, and will be solely responsible for any lawsuits arising from failure to seek and acquire usage permission for such image(s)/historical documents.
- 5. To give proper credit for the image(s)/historical documents. Unless otherwise stated on the photographic copy, the credit line should read: Gregg County Historical Museum, Longview, Texas. When the name of the collection and/or photographer is supplied, this should also be included in the credit. The placement of credit should be as follows.
  - a. **Printed material:** Preferably the credit line should appear on the same page as the printed copy of the image and immediately adjacent to it. The credit may appear elsewhere in the publication if done in such a way that readers can quickly match individual images with their respective credit.
  - b. Films, filmstrips, video, or electronic media: The credit line should appear on the film, filmstrip, video, or electronic media where other sources are listed. If manuals accompany films or filmstrips, the credit should appear where the subject of the illustration is discussed in the text.
  - c. **Public Exhibition:** The credit should appear within the exhibit area.
- 6. To defend and indemnify and save and hold harmless the Gregg County Historical Museum, its digital archives, its officers, employees, and agents from an against all suits, claims, actions and expenses arising out of the release of image(s)/historical documents to the undersigned applicant and their use in any manner including inspection, publication, reproduction, duplication or printing by anyone for any purpose whatsoever.
- 7. To supply the Gregg County Historical Museum with one complimentary copy of any published work in which one or more image(s)/historical documents appear.

- 8. Not to permit others to reproduce the image(s)/historical documents, to destroy and digitized copies of images following their use.
- 9. Not to place the image(s)/historical documents in any other institution, repository, or collection-public or private.
- 10. Not to place image(s)/historical documents on the Internet (video excepted).
- 11. To return to the Gregg County Historical Museum the supplied copies of any image(s)/historical documents if they are designated by Gregg County Historical Museum for return.
- 12. That the Gregg County Historical Museum in no way surrenders its own right to publish or otherwise use the image(s)/historical documents, or to grant permission of others to do so. That the Gregg County Historical Museum reserves the right to make exceptions or additions to the conditions stated herein.

## THE APPLICANT HEREBY AGREES WITH AND ACCEPTS THE ABOVE-STATED CONDITIONS:

Applicants Signature:		 
Applicants Name (printed):	·	 

The Gregg County Historical Museum charges individual, non-profit and commercial users fees in order to support the maintenance of the collections. Use fees will be determined from the information on the permission form.

Type of User/Purpose of Use (check one):

- o Individual or student for private or educational purposes
- o Print Publication
- Television or Home Video/DVD
- Feature Film
- Exhibit
- o Internet/www
- Advertising
- Retail Product

For <b>types B-H,</b> please complete the following: Proposed Title:
Publisher/Producer:
Publisher/Producers Address:

Gregg County Historical Museum Photo/Image Release Agreement

Tentative Publishing/Release Date:
For web use, describe how the image(s) will be used:
LIDI
URL: