



IMAGE REPRODUCTION & USE AGREEMENT

The Georgia Historical Society (GHS) is delighted to share its collections with the public by offering reproduction services. All requests for reproductions and use must be submitted in writing. An Image Reproduction and Use Agreement (“Agreement”) must be signed by the User and submitted to GHS as part of the Image Reproduction and Use Application (“Application”). User agrees that the GHS collection items (“the Materials”) listed in the Application are bound by this Agreement. By signing this Agreement, User agrees to the following terms regarding the Materials:

RIGHT OF REFUSAL: GHS reserves the right to refuse permission if it deems fulfillment of that request would be in violation of copyright law or other law. It also reserves the right to refuse permission or to impose such conditions as it may deem advisable in its sole and absolute discretion to be in the best interests of the Georgia Historical Society. This includes, but is not limited to, the right to decline use of images for advertisement, editorial, or political purposes that might imply endorsement or agreement with the position or product in which the image will appear.

COPYRIGHT: All responsibility for questions of copyright is assumed by the user. A copy of any publication, video, or computer software using images from the GHS collections must be donated to GHS.

COPY RESTRICTIONS: User understands GHS reserves the right to refuse to: copy any item that may be damaged by the reproduction process; copy items that are restricted by copyright; copy items that are restricted by donor agreement; limit the number of photographic copies, photocopies or scans; and charge different fees than those currently published by GHS.

SOURCE: User agrees that all reproductions of GHS collection items (“the Materials”) can only be obtained from GHS. User agrees that reproductions taken from printed or electronic items not supplied directly by GHS are strictly prohibited.

ACCESS / END USE: In producing the use(s) (“the End Use”) authorized by GHS in the Application, User shall limit access to the Materials to those having a bona fide need to facilitate production or creation of any such authorized End Use. Upon termination and/or expiration of the Application, User agrees to cease use of all the Materials and shall promptly delete or destroy any digital copies, except that User may retain one copy of the permitted work User created incorporating the Materials solely as necessary for archival purposes.

SINGLE USE: User agrees to use the Materials only once and only for the purpose described in the accompanying paperwork.



AUTHORIZED USE: User will not use or authorize others to use the Materials for any purpose whatsoever, including all forms of publications, programming, media, or exhibits, except as specifically provided in the Application.

USE GUIDELINES: User agrees that any use of the Materials not covered by the Application is a violation of GHS's copyright under 17 U.S.C. § 101 et seq. User agrees that a second use of the Materials in any one project or program is not permitted under the Application or this Agreement. User agrees that using the Materials in more than one media (whether book, periodical, dust jacket or cover, broadcast video, VHS home video, DVD, CD-ROM, E-book, or website or any other form of medium) is not permitted unless specifically stated in the Application. User agrees that use of the Materials in any subsequent editions and/or different languages is not permitted under this Agreement.

CREDIT GUIDELINES: For Commercial, Non-Profit, and Educational use, User agrees to the following guidelines for credit regarding the Materials:

- Printed materials: credit line should be easily accessible
- Films, broadcast or video productions: include the credit within the Credits or Sources of Illustrations section of production; credit must be legible and prominent
- Exhibitions: credit should appear in the exhibition area, preferably directly below or adjacent to the original copy
- Website: the credit must be placed adjacent to the image along with a link to the GHS website, www.georgiahistory.com.

CREDIT LINE / ALTERATIONS: User agrees that the accompanying credit caption or label should indicate any and all changes or alterations that have been made to the original copy.

ONLINE RESOLUTION: For Commercial, Non-Profit, and Educational use, User agrees that Materials posted on the Internet will be no larger than 72 dpi and 600 x 400 pixels. User understands that GHS reserves the right to request the removal of its Materials from any website.

ONLINE PROTECTION: If Commercial, Non-Profit, and Educational use of the Materials are permitted on the Internet, or any other online or interactive media, User shall use his/her best efforts to protect the Materials to ensure that they cannot be copied, and in the case of film, digital, or video footage, ensure that they remain in the linear production for which they were approved and cannot be searched by shot and downloaded in broadcast or comparable quality.

ALTERATIONS: User agrees to use any Materials without alteration through conventional or electronic means beyond standard cropping and resizing. User agrees to obtain written permission from GHS's Director of the Research Center for any other alteration of the Materials.

CREDIT LINE / USE FEES: User agrees to supply the following credit line when reproducing Materials: *Courtesy of the Georgia Historical Society, [collection number]*. User agrees that all



reproductions must be captioned with appropriate collection numbers. User agrees to pay the assessed permission/use fees for the use of any Materials.

INDEMNIFICATION: User hereby agrees to indemnify, defend and hold harmless GHS and its employees from and against all liability, including costs and expenses, arising from use of the materials, including the disclosure or use of the materials by any person to whom patron has given such materials, whether based on violation of rights of ownership, infringement of copyright or trademark, or invasion of the rights of privacy, law of libel or any other claim.

User has read and agreed to this Georgia Historical Society Image Reproduction and Use Agreement for Image Reproductions for Commercial, Non-profit, Education, and Personal Use.

User's Signature: _____ Date: _____

User's Name (Print): _____

Address: _____

Telephone: _____ Email: _____

NOTICE CONCERNING COPYRIGHT RESTRICTIONS

The copyright law of the United States (Title 17, United States Code) governs the making of photocopies or other reproductions of copyrighted material. Under certain conditions specified by law, libraries and archives are authorized to furnish a photocopy or other 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 copyright status of photographs and audiovisual material is often difficult to determine, because it is affected by criteria such as the photographer's employment status (i.e. work for hire), the date material was created, the date material was first published, and information associated with its first publication. It is the responsibility of the User to verify copyright status. Downloading an image from our website or any other website containing one of our images does not transfer copyright or property rights and does not constitute permission to publish or display in excess of fair use.

This institution reserves the right to refuse to accept a copying order if, in its judgment, fulfillment of the order would involve a violation of copyright law. Failure to comply with these conditions, copyright restrictions, and proper image credit will result in legal penalties, including fines starting at \$1,000.

For more information, please contact the Research Center at library@georgiahistory.com or at 912.651.2125, ext. 213.