

Letter of Agreement for Use of Photographic Reproductions

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Conditions for the Use of Photographic Reproductions

- 1. To use the photographic copy only once and only for the purposes listed in the letter of agreement. Any subsequent editions, different languages, paperback editions, etc., constitutes a reuse and must be applied for in writing. There is a reuse fee.
- 2. To credit properly. The following is the basic credit line: **Elgin Area Historical Society**. It is mandatory that you credit as specified.
- (a) With printed matter, it is preferred that the credit line appear on the same or facing page as the illustration. Crediting of each individual image is mandatory in all cases.
- (b) With films, filmstrips, and videotapes, etc., include the credit with the other "Sources of Illustrations." In manuals that accompany such productions, credit at the point where the illustration is discussed.
- (c) With exhibitions, credit within the exhibition area.
- 3. To indicate in the accompanying caption or label any and all changes that you have made to the original photographic copy such as taking a detail, superimposing, tinting, etc.
- **4.** To supply to the Elgin Area Historical Society one complimentary copy of any published work, in which the photographic copy appears.
- 5. Not to permit others to reproduce the photographic copy or any facsimile of it.
- **6**. To state clearly when the photographic copy will be reproduced for advertisement purposes such as dust jacket, advertisement copy, ephemeral promotional material.
- 7. To specify when multiple use of an image is intended. Multiple use fees will be established on a case by case basis. (Multiple use example occurs with exhibition use when an image appears in the exhibit catalogue, and on posters and other promotional materials.)
- **8.** In authorizing the publication of a photographic copy the Elgin Area Historical Society does not surrender its own right to publish it, or to grant permission to others to do so.
- **9.** The Society reserves the right to restrict the number of photographic copies; to restrict the use of reproduction of rate or valuable material involving unusual difficulty in copying; and to charge a higher copying fee than specified.
- **10.** Copyrighted materials are copied with the understanding that the recipient will not use it for any purpose other than private study, scholarship, or research without obtaining the signed authorization of the copyright holder. Applicants assume all responsibility for questions of copyright and invasion of privacy that may arise in copying and in the use made of the photographic copy.
- **11.** Any exceptions or additions to the above conditions will appear in, and be considered part of, the Letter of Agreement.

NOTICE: WARNING CONCERNING COPYRIGHT RESTRICTIONS

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June 1996