



**APPLICATION FOR PERMISSION TO PUBLISH,
DISPLAY, OR EXHIBIT**

Name of applicant: _____

Organization (if applicable): _____

If organization is applying as a non-profit, please attach copy of IRS certification.

Address: _____

Telephone: _____ Fax: _____

Intended use of material

Author/Director/Producer: _____

Title or description of use: _____

Publisher: _____

Projected date of publication: _____

Format: Book Magazine Film/Video program Advertisement CD-ROM/multimedia Internet Use
 Public Display/Exhibit Education Pamphlet School project/paper (Please indicate grade level)
 Other: _____

Estimated size of edition (number of copies/size of market): _____

Description of materials to be used: _____

Conditions of Use:

1. All requests to reproduce photographs from THE HISTORICAL SOCIETY OF PALM BEACH COUNTY (HSPBC) holdings must be submitted on this application. The applicant agrees to abide by all terms, conditions, and provisions of this agreement. Permission for reproduction is granted only when this application is countersigned by a representative of HSPBC. Permission for reproduction is limited to the applicant and is non-transferable. Permission for reproduction is granted only for the expressed purpose described in this application. This permission is non-exclusive; HSPBC reserves the right to reproduce the image and to allow others to reproduce the image.

Any subsequent use (including subsequent editions, paperback editions, foreign language editions, etc.) constitutes reuse and must be applied for in writing to HSPBC. Any change in use from that stated on the application (e.g. increased size of edition, change in market) requires permission of HSPBC. An additional fee may be charged for reuse or change in use.

In the event the applicant engages in unauthorized reproduction of the materials, the applicant agrees to pay HSPBC a sum equal to three times the normal commercial use fee, not as a penalty but as liquidated damages agreed upon due to the difficulty in assessing actual damages incurred. HSPBC may, in the event of unauthorized reproduction, require surrender of all materials containing such unauthorized reproductions, and the applicant agrees that such materials shall be immediately surrendered upon receipt of request from HSPBC.



HISTORICAL SOCIETY of PALM BEACH COUNTY

HSPBC reserves the right to refuse reproduction of its holdings if it thinks that fulfillment of the order would be in violation of copyright law or other law. HSPBC reserves the right to refuse reproduction of its holdings and to impose such conditions as it may deem advisable in its sole and absolute discretion in the best interests of HSPBC.

2. HSPBC reserves the right to refuse any order for reproductions which it thinks might damage the original. The decision to allow reproduction of HSPBC holdings rests solely with the director responsible for the material.

3. In addition to the permission of HSPBC, additional permissions may be required. Those permissions may include, but are not limited to Copyright. In cases of works by living artists and/or subject to the 1976 Copyright Law, or the 1991 Visual Artists Rights Act, written permission must be secured by the applicant from the artist, his/her agent, or the copyright owner and provided to HSPBC before a photograph of the artwork will be released.

WARNING CONCERNING COPYRIGHT RESTRICTIONS:

The copyright law of the United States (Title 17, USC) governs the making of photocopies or other reproductions of copyrighted material. Under certain conditions specified in the law, archives and libraries are authorized to furnish a photocopy or 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. HSPBC reserves the right to refuse a copying order if, in its judgment, fulfillment of the order would involve violation of copyright law.

Privacy: An individual depicted in a reproduction has privacy rights as outlined in Title 45 CFR Section 46 ("Protection of Human Subjects"). HSPBC reserves the right to require a release from individuals whose privacy may be violated by the publication of this image. HSPBC extends the rights of privacy to include ceremonial objects and rites and cultural groups and requires the permission of that group before releasing reproductions. HSPBC requires the permission of a group if images of that group will be used in a religious context. **Owner of original:** In instances where HSPBC holds only a reproduction, the written permission of the owner may be required. It is the responsibility of the applicant to obtain permission to publish reproductions from the owner of copyright (the institution, the creator of the record, the author, or his/her transferees, heirs, legatees, or literary executors). HSPBC will aid the applicant in contacting individuals pertaining by providing addresses, when available. However, HSPBC does not warranty the accuracy of that information and shall not be responsible for any inaccurate information. In instances where the individual or organization who may grant permission cannot be contacted, HSPBC may consider granting permission for reproduction based on the applicant's evidence of a good faith effort to obtain contact with the appropriate individual. However, HSPBC 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 HSPBC and its agents harmless against any and all claims arising or resulting from the use of this image and shall indemnify HSPBC and its agents for any and all costs and damages arising or resulting from any such unauthorized use.

4. All reproductions must include the name of HSPBC in a caption or credit. HSPBC also may require that the artist, the title of the work, and the object's catalogue number appear in the caption or credit as well. Credits should appear in close proximity to the image or in a special section devoted to credits. However, reproductions distributed electronically must contain the credit or caption as part of the image. When permission is granted to disseminate reproductions electronically, HSPBC reserves the right to require an electronic watermark or other identifying code within the scanned file. Payment of 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 credits shall require the applicant to pay \$100 per image as liquidated damages and not as a penalty in view of the difficulty of assessing actual damages for this breach.

5. Reproductions may not be copied, scanned, exhibited, resold, or used for any other purpose than that specified in this application. Copies shall not be deposited in another library, archive, or repository without the permission of HSPBC.

6. Unless approved in advance by HSPBC, each image MUST be reproduced unaltered and in its entirety; the image must not be cropped, overprinted, printed on color stock, or bleed off the page. HSPBC reserves the right to examine proofs and captions for accuracy and sensitivity prior to publication, with the right to revise if necessary. HSPBC reserves the right to refuse any request and to impose such conditions as it may deem advisable in the best interests of HSPBC. If permission is granted to distribute an electronic copy of an image, the distributed copy shall not exceed a display or print resolution of greater than VGA screen resolution (72 dots per inch or 640x480 pixels).



HISTORICAL SOCIETY
of PALM BEACH COUNTY

7. Prepayment of all fees, including use fees, is required before permission is granted. Default in payment shall immediately revoke permission. If the size of edition or number of editions exceeds the terms specified in this application, the applicant shall 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.
8. The applicant agrees to send HSPBC one copy, best edition, of the work containing the reproduction, at no charge. All expenses for shipping and handling are to be borne by the applicant.
9. Additional conditions or exceptions to the above requirements:

ENDORSEMENTS:

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

Date: _____

Signature: _____

When signed by an authorized agent of THE HISTORICAL SOCIETY OF PALM BEACH COUNTY (HSPBC), this form constitutes permission for reproduction/display/exhibit as outlined in this application.

Date: _____

Signature: _____