

GOOCHLAND COUNTY HISTORICAL SOCIETY PHOTOGRAPHIC SERVICES ORDER FORM

(PLEASE READ THE PHOTOGRAPHIC SERVICES TERMS & CONDITIONS ON THE BACK)

Please complete this form and return it with your payment to: Goochland County Historical Society, P. O. Box 602, Goochland, Virginia 23063.
If image(s) are for publication a written request must be submitted with order. Please read the back of this form.

Name:	Date:
Address:	Daytime Telephone #: Fax #:
	Email Address:
Photographic Use: (Check One) <input type="checkbox"/> Publication <input type="checkbox"/> Exhibition <input type="checkbox"/> Personal Use	
Project/Exhibition Title: (Include Author / Editor / Curator)	
Publisher:	(Check One) <input type="checkbox"/> For-Profit Entity <input type="checkbox"/> Non-Profit Entity
Deadline Date:	
Comments:	

General processing time for *custom* printed black & white and color copy prints from *existing* negatives or color transparencies is 3-4 weeks.
All negatives and color transparencies are retained by the Society. Photographic requests are handled in the order in which they are received.

IMAGE DESCRIPTION	QTY	PRINT SIZE	B&W PRINT	COLOR PRINT	USAGE FEES	MISCELLANEOUS FEES	TOTAL
Subtotal:							
Sales Tax (5% for VA residents):							
Research Fees (where applicable):							
Postage:							\$ 5.00
Total Amount Due:							

Payment: Pre-payment is required for all orders. Please make checks payable to: *Goochland County Historical Society*. All orders are sent by U.S. Mail. All prices are subject to change.

Services requested by _____

Order received by _____ Date _____

Photographic Services Terms & Conditions

All requests for photographic services must be submitted in writing with complete project summaries and are handled in the order in which they are received. All negatives and color transparencies are retained by the Goochland County Historical Society. Pre-payment is required for all orders. Please make checks payable to: Goochland County Historical Society. In special circumstances when the Society has agreed to send an invoice for its services, such invoice must be paid in full within thirty (30) days. If any invoice is not paid in full within thirty days, the Society reserves the right, in addition to all other remedies, to impose a 5% late fee and to charge interest at the rate of 1.5% per month. Failure to pay an invoice is a breach of the Conditions for Use, making any use of the images by a licensee an unauthorized use for which the Society may seek to recover damages and expenses as described in the Conditions for Use section of these terms and conditions.

COPYRIGHT STATEMENT

The copyright law of the United States (title 17, U. S. Code) governs that making of photocopies or other reproductions of copyright material. Under certain conditions specified in the law, libraries and archives are authorized to furnish photocopies or other reproductions of copyrighted works. One of these specified conditions is that the photocopy or reproduction is not 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,” the user may be liable for copyright infringement. This

institution reserves the right to refuse to accept a copying order if, in its judgment, fulfillment of the order would involve violation of the copyright law. The granting of permission to publish by the Society does not absolve users of materials from securing permission from copyright owners and payment of such additional fees as the owners may require if the Society does not own the copyright or if the material is not in the public domain. Applicants assume all responsibility for questions or copyright and invasions of privacy that may arise in copying and in the used made of the photographic copy.

PHOTOGRAPHS FOR PUBLICATION, EXHIBITION OR PUBLIC PROJECT:

Requests for images intended for publication, exhibition or public project use must be submitted on company letterhead. A *complete* project summary is necessary and should include the following:

- Project Title (note whether book, article, documentary, exhibit, etc.)
- Author/Editor/Publisher/Curator/Producer
- Images Requested (Include title and description of image)
- Intended Image use (Single/Multiple Use; Interior/Cover; Blackand-White/Color; Advertising, etc.)
- Proposed Publication/Exhibition/Airing Date

- Deadline to Receive Photographs
- Daytime Telephone/Fax Number/Email Address
- For-Profit or Non-Profit Status

Send your request to: *Goochland County Historical Society, P. O. Box 602, Goochland, Virginia 23063.* Or fax your request to (804) 556-3966. **Official written permission for use, along with credit line information, will be forwarded to you pending project approval and payment of the required usage fees.**

PHOTOGRAPHS FOR PERSONAL USE ONLY

Requests for images intended for personal use must be submitted in writing. Detailed information pertaining to the individual or topic of search helps us process your request more quickly. Include the following in your letter: Your name (printed), complete mailing address (*not* email address), and a daytime telephone number. Specify in writing that your request for images is for personal use only. Send your request to: *Goochland County Historical Society, P. O. Box 602, Goochland, Virginia 23063.*

PRODUCTION AND USE FEES

Reproductions of images from the collections of the Goochland County Historical Society are provided for purposes indicated in writing by the user and agreed to by the Society. Conditions governing their use are specified on a Photographic Services form generated by the Society to be signed by both the user and the Executive Director of the Society. Costs for reproduction of materials from the Society's collections are usually the sum of two fees: production and use. Use fees do not apply to reproductions made for personal use. The Society also reserves the right to deny requests at its discretion. The prices listed are subject to change.

PRODUCTION FEES

All users are charged with an image production fee. Users should note that the Society's collections include a great number of objects, artifacts, and images in disparate size, conditions, and formats, affecting the method of production. Some objects and images will require copy negatives, and others will not. Hence, total production fees are affected by the nature of the original material ordered as well as the user's desired end product. All negatives and color transparencies remain the property of the Society and are not available for purchase.

CONDITIONS FOR USE

1. Fees cover one-time use only and for the purpose stated in the project summary. *Please note* that by “use” the Society means that *each* and *every* use of an individual image counts as a separate use. For example, requesting use of one image for a television documentary, home video, non-commercial video and companion book constitutes four uses of the single image and requires payment for four uses of the single image. Use on an end paper or dust jacket or as any other advertisement constitutes a separate use at a set additional fee.
2. Proper credit line copy will be supplied, following payment of the required usage fees, with a letter granting official permission from the Society
 - For published works, the credit line should appear on the same or facing page as the illustration. Each individual image used must be credited separately.
 - For film, filmstrips, and video presentations, include the credit within the “Sources for Illustrations” or “Credit” section of the production.
 - For exhibitions, credit should appear in the exhibition area, preferably directly below or adjacent to the original copy.
3. Prepayment is generally required for all orders. In special circumstances when the Society has agreed to send an invoice for its services, such invoice must be paid in full within thirty (30) days. If any invoice is not paid in full within thirty days, the Society reserves the right, in addition to all other remedies, to impose a 5% late fee and to charge interest at the rate of 1.5% per month. Failure to pay an invoice is a breach of the Conditions for Use, making any use of the images by a licensee an unauthorized use for which the Society may seek to recover damages and expenses.
4. To give the Goochland County Historical Society one complimentary copy of any published work, including CD-ROM products, in which the photographic copy appears.
5. To indicate in the accompanying caption or label any and all changes or alterations that have been made to the original copy, including cropping, tinting, or detailing.
6. To not permit others to reproduce the photographic copy of any facsimile of it.
7. In authorizing the reproduction of works in its collection, the Goochland County Historical Society does not surrender its own rights to publish or grant permission for others to do so.
8. To return all transparencies within three months, unless other arrangements have been made in advance and in writing. There are charges for late returns.
9. The Goochland County Historical Society reserves the right to limit the number of photographic copies or xerographic copies and to restrict the use or reproduction of rare or valuable materials, and to change different fees than the ones published herein.
10. Any exceptions or modifications to the above conditions will appear on, and be part of, the Society's letter of agreement.

Note: In the event that you (or anyone allowed by you) should make any use of an image obtained from the Society under this license agreement in a manner not authorized in your license, or for purposes or uses outside the scope of the user fees which you have paid, then you agree that the Society, as its option may otherwise prove, a liquidated damages amount equal to the greater of \$10,000 or three times the user fee which the Society would have otherwise normally charged for the use of the image which actually occurred, together with all attorney fees incurred by the Society in attempting to collect such damages including all appeals of any litigation.