



HUNTER LIBRARY

Photograph Order Form and Use Agreement

Please read, provide the requested information, and return Pages 1-4 of this form with a check to:
Special Collections, Hunter Library, 176 Central Drive, Cullowhee, NC 28723 | SpecialCollections@email.wcu.edu

Name: _____

Institution or Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

The copyright status of photographs and audiovisual material is often difficult to determine, because it is affected by such things as the employment status of the photographer, the date material was created, the date material was first published, and what information accompanied the first publication. Hunter Library has not determined copyright status for many of the photographs and audiovisual materials in our collection. In many instances, the Hunter Library is acting only as an owner of the physical original.

Please note:

- Hunter Library is not responsible for determining copyright status or for securing copyright permission.
- Possession of a photograph from Hunter Library does not constitute copyright permission.
- Users of materials are required to complete and return this permission form.
- Fees include reproduction of a 600dpi image.
- All fees are per image for one-time use in one project unless stipulated otherwise.
- All images will be delivered in a digital format.
- Turnaround time averages 5 business days but may be longer, depending on order size.

Hunter Library 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.

If the image will appear in any sort of publication, production, or exhibit, please complete the following:

Proposed Title: _____

Publisher/Producer/Institution: _____

Publisher/Producer's Address: _____

Tentative Publishing/Release/Exhibition Date: _____

Type of User/Purpose of Use:

A. WCU faculty, staff, or student – no charge. Limit 5 images per request.

B. Individual use

<input type="checkbox"/>	Personal use, black & white photocopy*	\$1.00/page
<input type="checkbox"/>	Personal use, non WCU affiliate	\$10.00
<input type="checkbox"/>	Non-commercial publication (journal, book chapter, etc.)	\$20.00
<input type="checkbox"/>	Wall decoration – home or private office	\$30.00

C. Nonprofit organization use (501c3 status)

<input type="checkbox"/>	Organization pamphlet, newsletter, etc.	\$10.00
<input type="checkbox"/>	Exhibition (nonprofit/educational)	\$30.00

D. Commercial or broadcast use

<input type="checkbox"/>	Television show or documentary	\$60.00
<input type="checkbox"/>	Media Bundle – includes television, home video/DVD, Internet, and promotional use	\$120.00
<input type="checkbox"/>	Feature film	\$250.00
<input type="checkbox"/>	Advertising	\$600.00

*Decision to photocopy materials is made at the discretion of library staff

RESEARCH CHARGE

\$35/hour (individual); \$45/hour (commercial); \$65/hour (rush)

I/we request permission for the one-time use (subsequent use requires reapplication) of the photographs listed on the separate Order Form/Invoice, for the specific purpose listed on Page 2 of this Permission Form and Letter of Agreement, and have read and agree to abide by the following:

TERMS AND CONDITIONS

1. **Rights:** Hunter Library does not claim exclusive ownership of the rights to all images in our collection. We are simply granting permission to use images in our collections. This permission is nonexclusive and nontransferable.
2. **Use:** Permission is for use worldwide and in all languages, but only for the purpose stated on the reverse. The images may be used in the direct promotion of the work, but wider use or use in subsequent editions will require renegotiation. **This permission is nonexclusive, and nontransferable.**
3. **Use Fees:** Use fees must be paid in full when the order is submitted.
4. **Credit Line:** The credit line must read **“From the Collection of Hunter Library, Western Carolina University.”** For web site use the statement must read **“From the Collection of Hunter Library, Western Carolina University, Copy and Reuse Restrictions Apply.”** If an object identification number, caption, and/or photographer name exists for an image, this information must also appear on the credit line, unless a specific waiver is received from the Library.
5. **Indemnification:** The user agrees to defend, indemnify, save, and hold harmless Hunter Library, its employees, officers, or designates, from any and all costs, expense, damage, and liability arising because of claim whatsoever that may be presented by anyone for loss or damage or other relief occasioned or caused by the release of said negatives, prints, photographs, and audio-visual materials to the undersigned and their use in any manner, including their inspection, publication, reproduction, broadcast, duplication, or printing by anyone for any purpose whatsoever.
6. **Image Manipulation:** Hunter Library’s primary interest is to protect the integrity of the original. The library will not allow the inversion of the original or the removal (except for allowable cropping) or addition for content. We will allow adjustments to the contrast and sharpness, and minor adjustments of color. Images may be cropped at the edges or a portion may be selected from within a photograph. An explanatory statement – e.g., “Detail from...” – must be added describing any changes. Any manipulation of the materials beyond that stated in the policy must be approved by the library.
7. **Endorsements:** Use of materials from Hunter Library does not imply that the library endorses any product, enterprise, opinions, or confirms the accuracy of any content on the site, in publication, and broadcast.
8. **Noncompliance:** Hunter Library reserves the right to refuse to grant permission and/or provide photo reproduction services to anyone who has not complied with our policies. The user is responsible for conforming to the laws of libel, publicity rights, and copyright which may be involved in the use of these materials.

I understand that I am responsible for conforming with the laws of libel, publicity rights, and copyright which may be involved in the use of these materials.

I have read, accept, and agree to abide by the conditions listed above for the one time use and specific purpose(s) stated in this document.

Requested by (Signature): _____ Date: _____

Name (please print): _____ Title (if applicable): _____

Approved by (Archivist.): _____ Date: _____



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Photograph Order Form

THIS IS THE ONLY FORMAL INVOICE YOU WILL RECEIVE

Return Pages 1-4 of this form with a check to:
Special Collections, Hunter Library, 176 Central Drive, Cullowhee, NC 28723

Payment must be included with this invoice before processing will begin.
Please itemize each image. Include the item number and a brief description of each image.
Refer to the Fee Schedule included in this agreement. **Use fees will not be refunded.**

Name: _____ Use of images: _____

	Photo ID/Accession Number	Title/Caption/Description	Fee
1.			
2.			
3.			
4.			
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10.			
<i>Continue on separate sheet if more than 10 images are requested</i>			Subtotal
			Research fee (if applicable)
			Delivery fee (choose method on left)
			Total

Reproduction Delivery Method	
<input type="checkbox"/>	Online (email/Dropbox/etc.)
<input type="checkbox"/>	Delivery (\$2.00 charge for First Class Mail)

<p>Hunter Library Use Only <i>Date Received:</i> <i>Staff initials:</i></p>
