

**Arizona Historical Foundation**  
**Application for Permission to Publish, Broadcast, or Exhibit**

**This application is REQUIRED to receive permission to publish, broadcast, or exhibit images of materials in the Arizona Historical Foundation collection in either hard copy or digital formats.**

**Name of Applicant:** \_\_\_\_\_

**Organization or agency** (if applicable): \_\_\_\_\_  
Type: ( ) Commercial                      ( ) Non-Profit # \_\_\_\_\_                      ( ) Government Agency

**Address:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_                      **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Intended Use of Material:**

Title of the work:

\_\_\_\_\_

Author/Producer:

\_\_\_\_\_

Publisher:

\_\_\_\_\_

Projected date of publication/broadcast/exhibition:

\_\_\_\_\_

Format:

Book     Periodical     Film/Video Program     Advertisement     CD-ROM     Web site     School Project/Paper  
 Other (Please describe) \_\_\_\_\_

**Statement of Responsibility:** I certify that the information on this form is correct and I accept the conditions of use. I am authorized to enter into this agreement on behalf of the above organization.

**Signature of Applicant:** \_\_\_\_\_                      **Date** \_\_\_\_\_

**Use Fee:** \_\_\_\_\_

**Payment:** ( ) Cash    ( ) Check    ( ) Credit Card number: \_\_\_\_\_ Exp. Date \_\_\_\_\_  
(MasterCard or Visa)

The Arizona Historical Foundation acknowledges payment in accordance with the conditions specified herein. Permission is hereby granted to the above for the use described herein.

Approved: \_\_\_\_\_                      Date \_\_\_\_\_  
*AHF Representative – not valid without signature*

**Material to be Used:**

Call Number	Title or Description

**CONDITIONS OF USE**

The applicant agrees to send the Arizona Historical Foundation one complimentary copy of the work containing the reproduction.

This application is solely for permission to publish, broadcast, or exhibit images. A separate application and fees are required to create reproductions of AHF materials.

Permission is granted only (a) when this application is countersigned by an authorized representative of the Arizona Historical Foundation and (b) when all fees are paid.

The Foundation reserves the right to refuse permission if it believes the reproduction process might damage an original, and reserves the right to impose such conditions as it may deem advisable in its sole and absolute discretion in its best interests.

**Scope of Permission:**

Permission to use the items is limited to the applicant and is **non-transferable**. **Permission is granted only for the express purpose described in this application. Items from AHF may not be copied, scanned, exhibited, resold, or used for any other purpose than that specified in this application.**

This permission is non-exclusive. The Foundation reserves the right to reproduce the image and allow others to publish, broadcast or exhibit the image.

Unless approved in advance by the Foundation, each image must be used unaltered and in its entirety. (Resizing the image is permissible.)

Any change in use from that stated on the application requires permission from the Foundation.

Any subsequent use (including subsequent editions, paperback editions, foreign language editions, use in a different medium, etc.) constitutes **reuse** and **requires separate written authorization**.

**Additional Permissions:** Besides the permission of the Foundation, **additional permissions** may be required. Those permissions may include, but are not limited to:

Copyright: AHF materials may be subject to copyright. The Foundation does not make any representations or warranties regarding the copyright status of any items in its collections. That granting of permission to publish, broadcast or exhibit material does not absolve the publisher from securing permission from the copyright owners and payment of such additional fees as the copyright owners may require if the Foundation does not own the copyright and the material is not in the public domain.

The applicant is responsible for determining the copyright status of any such materials, and in all cases of copyrighted materials, for securing any necessary permission from the copyright owner. The Foundation reserves the right to require proof of such permission, or proof that such permission is not legally required, before copying or releasing a copy of any item.

The copyright law of the United States (title 17, U.S.C.) 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.

The applicant is solely responsible for complying with U.S. copyright law in publishing, broadcasting, or exhibiting images of materials from Special Collections. In all instances, the applicant agrees to defend, indemnify and hold the Arizona Historical Foundation and their employees and agents harmless against any and all claims arising or resulting from the use of images.

Privacy/Publicity: Individuals depicted in images may have privacy or publicity rights. The Foundation reserves the right to require a release from identifiable individuals whose rights of privacy or publicity may be violated by publication or exhibition of the image.

Cultural Protection: The Foundation extends the right of privacy to include ceremonial objects and rites of Native Americans. In all instances, the applicant agrees to defend, indemnify and hold the Arizona Historical Foundation, and their employees and agents, harmless against any and all claims arising or resulting from the use of the images.

Owner of Original: If the Foundation material is itself a reproduction, the written permission of the owner of the original is required.

### **Credit:**

In addition to any applicable copyright credit, all use of the materials must credit the Foundation as the owner of the source material. The credit should appear in close proximity to the image or in a special section devoted to credits. The source credit shall read substantially as follows:

**Arizona Historical Foundation/ Name of the collection / Location of the item by box and folder, or other unique identification information**

The payment of a commercial use fee does not exempt the user from the source credit obligation. Failure to include a credit line, or inaccurate captions or credits shall require the applicant to pay the sum of One Hundred Dollars (\$100) per image, as liquidated damages and not as a penalty in view of the difficulty of assessing actual damages for this breach.

Copies of images shall not be deposited in another library, archive, or repository without the permission of the Foundation.

### **Promotional Use:**

As an incident to an authorized use, in connection with the marketing and distribution of the Product, applicant may use the image on the packaging of the Product and in any advertisement, product catalogs, or publicity or promotional materials (a "Promotional Use"), provided that if the image is so used, the Foundation shall be given a credit in the same page as the image appears.

Applicant agrees that any Promotional Use will be made solely in a manner that indicates that the image is part of the content of the Product, and the Foundation's name will not be used as aesthetic or design elements in such Promotion Use. Without limiting the generality of the foregoing, applicant shall not use the image or Foundation's name in any manner which creates any association between the image and/or the Foundation and applicant to such an extent that any goodwill towards the Product or applicant arises in the image and/or Foundation's name, and applicant agrees that it will not have right, under any circumstances whatsoever, to claim, and will not claim, that such goodwill has arisen or the applicant is entitled to the benefits, if any, thereof.

## Use Fee Schedule

### STILL IMAGES

	Black and White	Color
<b>EDITORIAL USE (per image)</b>		
Commercial publishers, businesses, individuals	\$100.00	\$100.00
Periodical, newspaper or journal article (commercial)	\$50.00	\$75.00
Periodical, newspaper or journal article (scholarly)	\$25.00	\$35.00
Non-profit businesses	\$25.00	\$35.00
Government agencies	\$25.00	\$35.00
Scholarly, small press	\$25.00	\$35.00
Thesis, dissertation (unpublished)	\$0.00	\$0.00
<b>ADVERTISING USE (per image)</b>		
For profit businesses	\$200.00	\$250.00
Non-profit businesses, agencies	\$100.00	\$125.00
<b>VIDEO, TELEVISION, FILM, CD-ROM USE (per still image)</b>		
For profit businesses, individuals	\$125.00	\$125.00
For profit businesses/individuals: multi-media or worldwide rights	\$200.00	\$200.00
Non-profit businesses, individuals	\$50.00	\$50.00
Non-profit businesses/individuals: multi-media or worldwide rights	\$75.00	\$75.00
<b>INTERNET, WEB SITE USE (per image)</b>		
Businesses, agencies, individuals	\$50.00	\$50.00
<b>EXHIBITION USE (per image)</b>		
For profit businesses, individuals	\$120.00	\$120.00
Non-profit businesses, agencies	\$25.00	\$25.00
<b>RE-USE (e.g. subsequent edition, medium, language)</b>	50% of original fee	50% of original fee
<b>SPECIAL USE</b>	(on request)	(on request)

### AUDIO & MOVING IMAGES

<b>AUDIO</b>	\$100 up to first 10 minutes per audio recording; contact AHF for fees for additional minutes
<b>FILM OR VIDEO (with or without sound)</b>	\$300 up to first 10 minutes per film/video; contact AHF for fees for additional minutes