

Permission to Publish

LENOX LIBRARY ASSOCIATION
18 MAIN STREET
LENOX, MA 01240
TEL: 413.637.0197

COMPANY NAME:
REQUESTERS NAME:
COMPANY ADDRESS:

TELEPHONE:
E-MAIL:

TYPE OF USE:

FORMAT:
PUBLISHER:
TITLE:
AUTHOR:

ITEMS USED:

FEE:

CREDIT LINE MUST READ:

COURTESY OF THE LENOX LIBRARY ASSOCIATION.

PERMISSION TO PUBLISH CONDITIONS:

1. All requests to reproduce images from the Lenox Library Association (LLA) collections must be submitted on the Permission to Publish form, available from the Local History Librarian or on the Library's website, <https://lenoxlib.org>. The applicant agrees to abide by all terms, conditions, and provisions of this agreement.
2. Credit must be given to the LLA as specified. The LLA retains all intellectual property rights to the images(s) and it (they) are to be used only for the purpose stated on the Permission to Publish form.
3. Permission for reproduction of images is granted only for the express purpose described on the form. If the intended use of an image is for publication, permission is granted for non-exclusive, one time use only of that image. The term "to publish" includes but is not limited to print, film, video, television, computer or other electronic transmission. Any change in use from that stated on the application, or use in future editions or projects will require re-application and may entail payment of additional fees.
4. Permission to reproduce images is valid only for the individual, company, or institution who signs the agreement and may not be transferred, assigned, sold or otherwise disposed of without written permission of the LLA. Copies or prints of images from the LLA collections may not be deposited or placed on file in any other repository. This includes electronic filing methods.

5. All responsibility for question of copyright liability and release violations that may arise in the use made of reproduced material is assumed by the requester. Sale of a copy of a photograph, film footage, or illustration from the LLA's collections does not involve sale of copyright. Reproduction and Use Fees are charged for the images, based on the LLA's physical ownership of the images, and not on copyright.
6. The LLA reserves the right to limit the number of photographic copies; to restrict the use or reproduction of rare or valuable items; to ensure the use of material from its files is reproduced in good taste; to make special fee quotations on items unusually difficult to copy; and to deny a request because of copyright regulations, privacy rights, or donor-imposed restrictions. The LLA reserves the right to refuse to reproduce images which it feels might damage the original.
7. A credit line must accompany images used in an illustration of any kind. It should read "Courtesy of the Lenox Library Association." It must be prominent and legible and it must appear in the caption or in close proximity to the image or in the list of credits for each image. Website (electronic) images must contain the credit line as part of the image and must be linked to the Lenox Library website www.lenoxlib.org. Failure to properly credit images from LLA's collections will result in a \$200.00 fee per image every time the image is used or shown. In some cases a courtesy copy of the publication will be requested by the LLA to verify that proper use and credit of images has been made.
8. The staff will scan the best quality image that can be produced, however, that quality is dependent upon the condition of the original image. We do not edit or touch up images. Parties are responsible for payment for images they request. We do not refund.
9. Prepayment of all fees, including use fees, is required before permission is granted for reproduction of images. Default in payment will immediately revoke permission.

I AGREE TO THE CONDITIONS SPECIFIED ABOVE AND AGREE TO PAY THE USE FEE OF \$_____ AMERICAN DOLLARS PER IMAGE IN ADDITION TO CHARGES FOR PHOTOGRAPHIC REPRODUCTION, HANDLING, AND SHIPPING.

SIGNATURE

DATE

PERMISSION IS GRANTED TO PUBLISH THE ABOVE LISTED ITEM(S) OWNED BY THE LENOX LIBRARY ASSOCIATION.

AMY L LAFAVE
LOCAL HISTORY LIBRARIAN

DATE