



PHOTOGRAPH ORDER FORM AND USE AGREEMENT

Reference No.

Date Received:

Staff Initials:

Please read, supply the requested information, and return all four (4) pages of this form – with payment – to: Peerless Rockville, P.O. Box 4262, Rockville, MD 20849-4262

Name:

Institution or Company:

Address:

City: State: Zip:

Phone: Fax: E-mail:

Type of User/Purpose of Use (check one):

A. Individual or student for private or educational purposes

B. Print Publication

C. Television or Home Video/DVD

D. Feature Film

E. Exhibit

F. Internet/WWW

G. Advertising

For types B-G, please complete the following:

Proposed Title:

Publisher/Producer:

Publisher/Producer's Address:

Tentative Publishing/Release Date:

For Web use, describe how the image(s) will be used: URL:

PLEASE NOTE

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. Peerless Rockville has not determined copyright status for many of the photographs and audiovisual materials in our collection. Therefore, Peerless Rockville is acting only as an owner of the physical original:

- Peerless Rockville is not responsible for either determining the copyright status of the image(s) or for securing copyright permission.
- Possession of a photograph from Peerless Rockville does not constitute permission to use it.
- Users of materials are required to complete and return this permission form.

Peerless Rockville 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.

TURN AROUND

- **NORMAL** turn around for an order of up to twenty images for which no new studio photography is required is ONE TO TWO WEEKS from the receipt of the completed and signed permission form.

- **FIVE WORKING DAY** turn around is available for orders of up to ten images for which no new studio photography is required. **Add 50% to the appropriate use fee.**
- **TWO WORKING DAY** turn around is available for orders of up to five images for which no new studio photography is required. A high resolution (600 dpi or better) scan, shipped on CD-ROM or via e-mail, AND NOT A PHOTOGRAPHIC PRINT can be provided. **Add 100% to the appropriate use fee.**



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FEEES FOR REPRODUCTION AND USE
as of August 2018

Fees include reproduction, unless New Photography is required.
All fees are per image for one-time use in one project unless stipulated otherwise.

A. Individual or Student for private or educational purposes

- Private Study; School Paper; School Multimedia Project: \$10.00 (low res); \$35.00 (high res or 8x10 photographic print)
- Personal, Non-Commercial Website: \$35.00 (low res)
- Other:

B. Print Publication

	Print run under 1,000	Print run under 5,000	Print run under 50,000	Print run over 50,000
<input type="checkbox"/> Book	\$35.00	\$50.00	\$100.00	\$200.00
<input type="checkbox"/> Periodical	\$35.00	\$50.00	\$100.00	\$200.00
<input type="checkbox"/> CD-ROM	\$35.00	\$50.00	\$100.00	\$200.00
<input type="checkbox"/> Media Bundle – includes Print, CD-ROM or other supplement, and Internet	\$100.00	\$200.00	\$300.00	\$500.00

C. Television or Home Video/DVD

	Non-Profit/ Educational/Local	Commercial, North American distribution	Commercial, Worldwide distribution
<input type="checkbox"/> Television Broadcast	\$75.00	\$200.00	\$500.00
<input type="checkbox"/> Home Video or DVD	\$75.00	\$200.00	\$500.00
<input type="checkbox"/> Media Bundle – includes Television, Home Video/DVD, Internet, and Promotional Use	\$150.00	\$400.00	\$500.00

D. Exhibit

	Temporary Exhibit (12 months or less)	Permanent Exhibit
<input type="checkbox"/> Exhibit (Non-Profit/Educational)	\$75.00	\$200.00
<input type="checkbox"/> Media Bundle – includes Exhibit, Internet, and Promotional Use	\$250.00	\$500.00
<input type="checkbox"/> Exhibit (Commercial)	\$200.00	\$200.00

F. Internet/WWW

- Website (Non-Profit/Educational): \$75.00 Website (Commercial): \$200.00

G. Advertising

- Print Advertising: \$700.00 Internet Advertising: \$900.00



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TERMS AND CONDITIONS

PLEASE NOTE: Permission requests must be submitted on this form. No other permission or licensing forms will be accepted nor may the wording of this form be altered in any way.

- Rights:** Peerless Rockville does not claim exclusive ownership of the rights to all the images in our collection. We are simply granting permission to use images in our collections. **This permission is nonexclusive, and nontransferable.**
- Use:** Permission is for one-time use worldwide and in all languages for the life of the work, but only for the purpose stated in this document. The images may be used in the direct promotion of the work, but wider use or use in subsequent editions will require renegotiation. This includes all current and future forms of media.
- Use fees:** Peerless Rockville charges use fees to support the preservation and maintenance of our collections. Use fees must be paid in full *when the order is submitted.*
- Credit Line:** The credit line must read **“From the Collections of Peerless Rockville.”** For Web site use the statement must read **“From the Collections of Peerless Rockville, Copy and Reuse Restrictions Apply”** and must be placed near the image and linked to our web use policy at <http://www.PeerlessRockville.org/copyright.html>. If a negative number 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 Executive Director.
- Indemnification:** The user agrees to defend, indemnify, save, and hold harmless Peerless Rockville, its employees, officers or designates, from any and all costs, expense, damage and liability arising because of any claim whatsoever which 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.
- Image Manipulation:** Peerless Rockville’s primary interest is to protect the integrity of the original. Peerless Rockville will not allow the inversion of the original or the removal (except for allowable cropping) or addition of content. We will allow adjustments to 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 Executive Director.
- Endorsement:** Use of materials from Peerless Rockville does not imply that Peerless Rockville endorses any product, enterprise, opinions, or confirms the accuracy of any content on the site, in publication, and broadcast.
- Web Site Use:** Images may be distributed via the World-Wide Web, as part of a single online display, exhibit, site, or online collection. Any additional or different use of the image(s) will require renegotiation. **Resolution:** Peerless Rockville normally will not allow an image higher than 100 dpi to be placed on a Web site. Arrangements for higher resolution must be made with the Executive Director.
- Museum Copy:** One copy of the published work, including motion pictures and videotapes, in which the photographic copy appears, will be donated to Peerless Rockville for its collections.
- Noncompliance:** Peerless Rockville reserves the right to refuse to grant permission and/or provide photo reproduction and audio-visual services to anyone who has not complied with our policies.

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 (Peerless Rockville rep):

Date:

Title (Peerless Rockville rep.):



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INVOICE

Peerless Rockville
P.O. Box 4262
Rockville, MD 20849-4262
P: 301.762.0096

THIS IS THE ONLY FORMAL INVOICE YOU WILL RECEIVE

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:

Used For:

	Object ID	Image ID (if different)	Title/Caption/Description	Location (Acc. Box., etc.)	Fees	Office Use Only
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
					Subtotal	
					10% Member Discount	
					Rush Fee	
					6% MD Sales Tax	
					Shipping Charges	
					Total	

Type of Reproduction
<input type="checkbox"/> Permission Only <input type="checkbox"/> 8x10 Photographic Print <input type="checkbox"/> Digital File File Format: <input type="checkbox"/> JPEG or <input type="checkbox"/> TIFF Delivery: <input type="checkbox"/> CD-ROM or <input type="checkbox"/> e-mail (JPEG format only) <i>Digital Files are 300 dpi, unless specified below.</i> Special Instructions:

Method of Payment
<input type="checkbox"/> Cash (in-person orders only) <input type="checkbox"/> Check or Money Order payable to "Peerless Rockville" <input type="checkbox"/> Credit Card (Mastercard, Visa, Discover, or American Express) Credit Card #: Expiration Date:

