

Agreement for Use of Images or Facsimiles of Materials from the Rutherford Public Library Archives

The Library maintains in its archival collection (“Archives”) photographs, books and ephemera of a historical nature for the purposes of research and educational use. This agreement (the “Agreement”) is between the Rutherford Public Library (the “Library”) and the Applicant. It is entered into between the parties to govern the Applicant’s use of images or facsimiles of archival materials maintained by the Library.

Under this Agreement and subject to the terms below, the Library will grant the Applicant permission for a one-time non-exclusive use of specified materials, but only to the extent of the Library's ownership or control of the materials.

By entering into this Agreement, the Applicant understands and agrees that the Library may not be the copyright holder of items in its collection and makes no representations, promises, warranties or guarantees as to whether or not the materials requested by the Applicant are protected by copyright, or that the Library has any rights granted by a copyright holder to permit any use by the Applicant which may otherwise be in violation of copyright laws. To the extent the materials governed by this Agreement are protected by copyright, Applicant understands and agrees that the Copyright Law of the United States (Title 17, United States Code) governs the use of photocopies or other reproductions and further agrees that it shall be the sole responsibility of the Applicant to secure, in writing, a valid license or permission from the copyright holder. The Library reserves the right to request the Applicant to provide it with the valid written license or permission signed by the copyright holder prior to any release of images of material subject to this Agreement. An Order of Warning of Copyright is adjacent to Applicant’s signature.

Applicant further agrees to fully and completely indemnify and hold harmless the Library from any and all suits, claims or proceedings in which the Library may become a party, arising out of the Applicant's use of the facsimiles or images of materials in the Library Archives, including, but not limited to, all penalties, compulsory licenses, damages, including damages for infringement, willful infringement and punitive damages, costs and reasonable attorney fees.

The permission granted by this Agreement is for a one-time, non-exclusive, non-transferable right to reproduce the images or facsimiles of materials in the Archives as more fully described in this Agreement. Applicant has no other rights for use, including, but not limited to, any use of the photographic material for subsequent editions or re-printings of any kind. Any use, other than that which is expressly permitted in this Agreement, shall constitute a re-use of the material and is subject to a new agreement for use between the parties.

Applicant agrees that all reproductions of images or facsimiles of materials in the Library's archives will contain the following credit either immediately below the photographic material or inside the front cover if the photographic material is used on the front cover (to be completed by Library director or his/her designee):

The Applicant desires to use images or facsimiles of the following materials from the Archives (to be completed by Applicant):

The Applicant desires to use images or facsimiles of the following materials for the following purpose (to be completed by Applicant):

Applicant agrees to pay any reproduction costs incurred by the Library related to the request to use images or facsimiles of materials identified in this agreement. These costs are due and payable to the Library at the time this Agreement is executed by both the Applicant and the Library; the Agreement will not become effective until payment has been submitted.

Costs _____

Notes _____

Applicant shall provide the Library with one copy of any publication in which the photographic material used herein shall appear, within _____ days of the publication. The copy provided by the Applicant shall be at no cost to the Library.

Applicant understands that he/she shall not assign any right, title and interest in or to this Agreement without the prior written consent of the Library through its authorized representative.

This Agreement shall be governed and construed by the laws of the State of New Jersey. Applicant agrees that all suits or proceedings brought in connection with this Agreement may only be brought in the Superior Court of New Jersey, Bergen County vicinage, and Applicant consents to personal jurisdiction of the Courts of the State of New Jersey.

This Agreement shall constitute the entire agreement between the parties. There are no promises, representations or warranties enforceable against the Library not expressly provided for in this Agreement.

This Agreement shall not be amended or modified in any way unless agreed to in writing by the Library through its authorized representative.

Name of Applicant _____

Address: _____

Telephone _____ Email _____

I hereby acknowledge that I have fully and completely read this Agreement and that I understand its terms; that by signing below, I agree to the all of the terms and conditions set forth herein.

(Applicant – signature) Date _____

(Library Director or his/her designee – signature) Date _____

Notice Warning Concerning Copyright Restrictions

The copyright law of the United States (Title 17, United States Code) governs the making of photocopies or other reproductions of copyrighted material. Under certain conditions specified in the law, libraries and archives are authorized to furnish a photocopy or other reproduction. One of these specific 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. This institution reserves the right to refuse to accept a copying order if, in its judgment, fulfillment of the order would involve violation of copyright law.

Adopted April 20, 2015