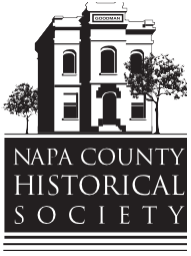


Napa County Historical Society

Permissions and Reproduction Services Request Form



Please fill out this form and return by mail or email.

Napa County Historical Society
1219 First Street, Napa, CA 94559
info@napahistory.org

ADMINISTRATIVE ONLY

Invoice #:

Date emailed:

Date of payment:

Name: _____

Organization: _____

Address: _____

City: _____ State/Province: _____

ZIP: _____ Country: _____

Phone: _____ Email: _____

Image Use:

- Book Magazine/Newspaper Scholarly Journal/Research Paper Brochure/Flyer
 Internet Exhibit Public Display Film/TV Public TV
 Documentary/Educational Other

Project Title: _____

Publisher/Company: _____

Please briefly describe how the image will be used.

The undersigned expressly agrees to the Permissions Terms and Conditions set forth by Napa County Historical Society (attached) and assumes all responsibility and any attendant liability for copyright infringement or violation of other rights of third parties that may arise through use of the requested materials, and further agrees to indemnify and hold harmless Napa County Historical Society from and against any and all damages, claims, expenses, and other liability, including reasonable attorney's fees, arising out of or related to use of the requested materials. In most cases, the Library only holds the physical rights to the images requested unless otherwise indicated.

Signature: _____ Date: _____

Napa County Historical Society
Permissions and Reproduction Services Request Form

Entry/Object ID	Additional Notes

Image Options:

- High-Res TIFF
- Standard web-quality JPG
- Specific scanning requirements
**not all items available for re-scanning*

Special requirements (dpi, output size, format, etc.):

Napa County Historical Society

Permissions and Reproduction Services Request Form

General Notes

By obtaining digital files or prints from Napa County Historical Society (hereafter NCHS), you agree to the Permissions Terms and Conditions described below. As used below, “images” refers to any material from the NCHS collection and reproduced by NCHS. If the signee is acting on behalf of an employer or third party, this Policy will apply to both the signee and their employer or third party.

Releases and Permissions

No unauthorized use of any images to which NCHS holds the copyright is permitted. Image usage without prior payment and NCHS’s express written permission is strictly prohibited.

Images or image files of NCHS copyright-held material cannot be distributed or re-sold independent from the specific use for which permission is granted and may not be used in a manner allowing permanent storage or re-use by third parties. Licensing Agreements may not be sublicensed, transferred, or assigned. You agree to not make, authorize, or permit any use of any NCHS copyright-held image except as expressly written.

This Policy does not transfer any underlying rights to you or any third party. All images remain the physical property of NCHS and the intellectual property of the copyright holder, if applicable.

Failure to comply with any of the provisions in the Permissions Terms and Conditions may result in the immediate revocation of the permissions granted.

You agree to provide each reproduction of an image with the credit line: *Courtesy of Napa County Historical Society*.

Copyright Protection

Images provided by NCHS may still be under copyright and protected by the intellectual property laws of the United States and the Berne Convention.

You agree to hold NCHS harmless from any and all claims and expenses arising from your use of an image. Under all circumstances NCHS disclaims any and all liability in connection of your use of an image obtained through NCHS.

Payment Terms

Payment is required before NCHS will release an image, either digital or print. Exemptions made on a case-by-case basis.

Refunds

No refunds are available for any images.

Unauthorized Use of Images

In the event that you use any NCHS copyright-held image without express written permission from NCHS or use any NCHS copyright-held image beyond the stipulations in the Permissions form, NCHS may, without limiting any of its rights hereunder or at law, charge you a liquidated damages fee equal to four (4) times the licensing fee we would have charged for such use of the image.

Waivers and Agreements

No terms or conditions may be added, removed, or altered unless made in writing and signed by both parties. If NCHS does waive a specific part of this Policy, it does not mean it waives any other part.