Image Use/Permission Request

Name_______________________________________ Phone Number (___ ) ____________________________
Address ______________________________________ City _______________________________________
State ________ Zip Code ________________________ Email ______________________________________
Company or Organization (if applicable) __________________________________________________________

1.) What do you want to use?

☐ Previous Image Order or Job # ______________________________
☐ Citation:
  Title: ____________________________________________
  Location Number: _________________________________
  Name of Collection: ________________________________

2.) What type of user are you?

☐ Personal
  For students, family historians, and other researchers wishing to use the selected items for their own personal use.

☐ Nonprofit
  Use of the selected items by a registered nonprofit or tax-exempt organization.

☐ Government Use
  Use of the selected items by a federal, state, tribal, county, or local government or government agency.

☐ Minnesota Media/Publishers
  Use of the selected items by a media provider or publisher based in Minnesota, regardless of the nonprofit or tax-exempt status of the provider/publisher.

☐ Commercial
  Use of the selected items in any public manner by any entity that is not governmental, Minnesota media/publisher, or a registered nonprofit or tax-exempt organization.

3.) What type of use are you requesting?

Fee for Commercial Use:

☐ Publications: Under 1,000 print copies only $15
☐ Publications: 1,000 – 25,000 print and/or e-book $50
☐ Publications: Over 25,000 print and/or e-book $100
☐ Publications: Electronic bundle (includes website) $150
☐ Broadcast or Media Production (includes website) $150
☐ Exhibit/Public Display $30
☐ Merchandise Items $75
☐ Website (3 year license) $100
☐ Advertising: Regional Market $100
☐ Advertising: National or World Market $500

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4). Use Agreement Information/Project Information

Please include the following information about your project, if known or relevant: Title, author, producer or publisher, website/URL, start and end dates. Information included in this section may not alter the terms and conditions as listed in the MNHS standard Conditions of Use.

Conditions of Use:

1. Possession of images duplicated from the Minnesota Historical Society collections does not constitute permission to use them.
2. Permission and license to reproduce, publish, broadcast or display a Minnesota Historical Society image from the Collections Online system must be obtained electronically through that system. For images not in Collections Online, permission and license must be requested in writing, using this Request for Permission form.
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4. If a Use Fee applies, it must be paid in advance of receiving a permission form signed by authorized staff at the Minnesota Historical Society.
5. Credit must be given to the Minnesota Historical Society and the creator of the original work, if known. Credit must appear on or below the image, or in a designated credit section. For web uses, providing credits via hover-view only is not acceptable.
6. If copyright is still in effect and the copyright is not held by Minnesota Historical Society, the requestor must seek permission from the creator of the original work or from the current copyright holder. MNHS will provide the creator's name, if known.
7. Photographs may be cropped to suit design and layout, but they may not be altered, colorized or drawn upon without a letter of permission in addition to this form.
8. Minnesota Historical Society reserves the right to decline permission to requestors who have not complied with these conditions or whose use is deemed inappropriate.
9. Minnesota Historical Society assumes no responsibility for infraction of copyright laws, invasion of privacy or any other improper or illegal use that may arise from reproduction of any collection materials. Requestor assumes full and sole responsibility for the use of the duplication and shall pay and indemnify and hold Minnesota Historical Society and its agents harmless from and against all claims, damages, losses, costs, expenses, and liabilities of every kind (including attorneys' fees) arising out of the requestor's use, or out of the requestor's breach or alleged breach of the use or license agreement.
10. In some cases, the Society will request that a copy of the finished product be donated to the Society.

I agree to abide by the conditions above, and to pay any applicable use fee

Requestor’s Signature ____________________________________________ Date ___________________

Staff use only (select one):

☐ Permission for use is not granted

☐ Permission is granted for: ____________________________________________ Total use fee for this project $ ________________

Permission is hereby granted provided the Requestor meets the conditions listed above and pays any applicable use fee

Does the Society a copy of the final product? ____Yes    ____No

MNHS Staff Signature:________________________________________________________ Date________________________________

July 2017