



USE AGREEMENT

Commercial Use fees are \$25 for the first image and \$5 for each additional image.

Number of Images: _____ Total Cost: _____ (see attached **REPRODUCTION REQUEST**)

Fees are waived for nonprofit entities and University affiliates.

If relevant, provide nonprofit or University ID: _____

1. Special Collections reserves the right to refuse permission when such imaging would cause injury to materials and/or violate donor restrictions.
2. Beyond Special Collections, additional permission may be required. Those permissions may include but are not limited to Copyright and Privacy.
 - a. Copyright: The library does not claim to control copyright for all materials in the collection. It is the responsibility of the applicant to obtain permission from the owner of copyright (the institution, creator, author, or his/her transferees, heirs, legatees, or literary executors).
 - b. Privacy: An individual depicted in a reproduction has privacy rights as outlined in Title 45 CFR, part 46 (Protection of Human Subjects).
3. Special Collections assumes no responsibility for infraction of copyright laws, invasion of privacy, or any other improper or illegal use that may arise from reproductions of its holdings.
4. By signing this form, you agree to defend, indemnify, and hold the University harmless from claims, damages, or expenses resulting from your unauthorized use of the reproduced materials asserted by any third party claiming copyright rights to any of the reproduced materials.
5. Permission for reproduction is granted only for the expressed purpose described on this form. This permission is non-exclusive. Special Collections reserves the right to use and allow others to use its holdings.
6. Special Collections should be contacted for future use of scans or photocopies not specified on this form.
7. Provide attribution of the use of Special Collections materials to create the digital version with the following language: "Special Collections, J. Willard Marriott Library, The University of Utah"
8. Properly cite the source of the reproduction.
 - a. Published materials: Title, Author, Publication Location, Publisher, Publication Date, Page#
 - b. Archival Materials: Collection Name, Collections#, Box#, Folder#
9. If an item is to be altered, edited or modified in anyway, your caption must indicate "Altered."
10. Payment is required before the reproductions are delivered.
11. We request applicant send 2 copies of the final work for archiving in Special Collections.
12. All contract claims and controversies arising under this contract shall be resolved pursuant to existing Utah laws and the policies and procedures of the University of Utah.

SIGNATURE

Your signature indicates that you have read and accept personally and on behalf of any organization you represent the conditions on this form.

Patron signature: _____ Date: _____

Printed name: _____

Authorized Library Agent: _____ Date: _____

Printed name: _____

(Optional)

Project: _____

Author: _____ Publisher: _____