



America's Greatest History Attraction

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:
Benson Ford Research Center, The Henry Ford, 20900 Oakwood Blvd., P.O. Box 1970, Dearborn, MI 48121-1970

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

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

The Henry Ford 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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FEES FOR REPRODUCTION AND USE as of January 2009

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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: \$15.00 (low res); \$30.00 (high res or 8x10 photographic print)
() Personal, Non-Commercial Website: \$30.00 (low res)
() Other:

B. Print Publication

Table with 5 columns: Print run under 1,000, Print run under 5,000, Print run under 50,000, Print run over 50,000. Rows include Book, Periodical, CD-ROM, Media Bundle, Cover, etc.

C. Television or Home Video/DVD

Table with 4 columns: Non-Profit/Educational/Local, Commercial, North American distribution, Commercial, Worldwide distribution. Rows include Television Broadcast, Home Video or DVD, Media Bundle.

D. Feature Film

- () Commercial, Worldwide distribution: \$360.00
() Media Bundle – includes Film, Home Video/DVD, Internet and Promotional Use: \$720.00

E. Exhibit

Table with 4 columns: Temporary Exhibit (12 months or less), Traveling Exhibit, Permanent Exhibit. Rows include Exhibit (Non-Profit/Educational), Media Bundle, Exhibit (Commercial).

F. Internet/WWW

- () Website (Non-Profit/Educational): \$60.00
() Website (Commercial): \$120.00
() E-Book: \$60.00 + book fee

G. Advertising

- () Print Advertising: \$600.00
() Internet Advertising: \$600.00
() Television Advertising: \$600.00

NEW PHOTOGRAPHY FEES: Three-dimensional objects: \$125.00 first item; \$50.00 each additional, similar item. Additional Conservation fees, determined on a case-by-case basis, may apply.



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TERMS AND CONDITIONS

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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.

- 1. Rights: The Henry Ford 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.
2. 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.
3. Use fees: The Henry Ford charges use fees to support the preservation and maintenance of our collections. Use fees must be paid in full when the order is submitted.
4. Credit Line: The credit line must read "From the Collections of The Henry Ford." For web site use the statement must read "From the Collections of The Henry Ford, Copy and Reuse Restrictions Apply" and must be placed near the image and linked to our web use policy at http://www.TheHenryFord.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 Head of Access Services.
5. Indemnification: The user agrees to defend, indemnify, save, and hold harmless The Henry Ford, 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.
6. Image Manipulation: The Henry Ford's primary interest is to protect the integrity of the original. The Henry Ford 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 Head of Access Services.
7. Endorsement: Use of materials from The Henry Ford does not imply that The Henry Ford endorses any product, enterprise, opinions, or confirms the accuracy of any content on the site, in publication, and broadcast.
8. 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: The Henry Ford 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 Head of Access Services.
9. Museum Copy: One copy of the published work, including motion pictures and videotapes, in which the photographic copy appears, will be donated to The Henry Ford for its collections.
10. Noncompliance: The Henry Ford 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 (The Henry Ford rep): Date:

Title (The Henry Ford rep):



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INVOICE

Invoice No.
Date Received:
Staff Initials:

Benson Ford Research Center
The Henry Ford
20900 Oakwood Blvd.
P.O. Box 1970
Dearborn, MI 48121-1970
P: 313.982.6100 ext. 2517
F: 313.982.6244

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:

Table with 7 columns: Object ID, Image ID (if different), Title/Caption/Description, Location (Acc, Box, etc.), Fees, Office Use Only. Rows 1-10.

More than 10 images - continue on Addendum

Type of Reproduction

- () Permission Only
() 8x10 Photographic Print
() Digital File File Format: () JPEG or () TIFF
Delivery: () CD-ROM or () e-mail (JPEG format only)
Digital Files are 600 dpi, 5x7" unless specified below.

Special Instructions:

Summary table with rows: Subtotal, New Photography Fees, 10% Member Discount, Rush Fee, 6% MI Sales Tax*, Shipping Charges**, Total.

Method of Payment

- () Cash (in-person orders only)
() Check or Money Order payable to "The Henry Ford"
Payment Company Name (if different from yours):
() Credit Card (Mastercard, Visa, Discover, or American Express)
Credit Card #: Expiration Date:

* If tax exempt, enter number here:

** No additional shipping charge for items sent First Class Mail in U.S. and Canada. Other shipping destinations and services available, charges vary by destination, service, and size of order. Please ask.

Or, provide your shipping account #:

The Henry Ford Federal ID # 381359513-N

