

# The Valentine Photographic Services: Production And Permission Fees Effective November 1, 2015

## Order Fulfillment and Delivery

Processing of photographic orders will proceed upon receipt by the Valentine of full payment of use and production fees.

**Service Orders** take approximately two weeks to complete. New photography and oversized materials requiring a quote may take longer to complete. A rush order fee (50% of image reproduction fee) will be applied on a case-by-case basis. Rush orders for new photography, for costume and textile items requiring a special mount, or for oversized materials requiring a quote are not accepted. Rush orders will be sent to customers within 3 business days once an order has been placed and an invoice generated.

**Payment** Advance payment is required for all orders. The Valentine accepts cash, check or VISA, Master Card or American Express. Corporate entities can establish Net 30 credit accounts upon completing an application for credit and receiving approval. Credit accounts require 7 days processing time for establishment.

**Shipping** All orders are shipped First Class mail (unless special delivery is requested) with 5-7 day business delivery. A shipping and handling charge is added to every order. Shipping prices will be provided upon receipt and confirmation of an order. Alternate shipping options are available for an additional fee. For Federal Express shipping for patrons without a Federal Express account numbers, a \$30.00 fee will be added to the order for shipping. Digital scans are sent on CD, uploaded to FTP site provided by customer, or shared via Dropbox.com.

## Special Conditions and Fees

**Special Fees** Rates for uses not listed in this schedule will be quoted upon request. The Valentine reserves the right to charge special fees for some commercial uses as determined on a case-by-case basis. All fees listed are subject to change. Reduced rates are offered to patrons requesting reproductions of materials they have donated to the Valentine. A reduction of 10% is available to Members.

**Re-use Fees** All requests for re-use or change in use must be applied for in writing.

## Non-Profit Eligibility

We are pleased to support the missions of non-profit organizations by providing reduced rates. Non-profit fees are applicable only to those organizations able to prove legal not-for-profit status by providing suitable documentation such as Internal Revenue Service tax-exempt certificate or letters of exemption.

## Sales Tax Exemption Certificate

Sales tax will be added to all invoices for photographic production and sales. Customers that are exempt from sales tax must provide proof of exemption by providing a form ST-10 prior to placing an order for photographic services.

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## Conditions for Use:

1. To use the photographic copy only once and only for the purpose listed on the Reproduction Rights Form. Use on an end paper or dust jacket or as any other advertisement constitutes a separate use and must be applied for in writing. Additionally, any subsequent editions and/or different languages, etc. constitutes re-use and must be applied for in writing.
2. To credit properly. The following is the basic credit line, "The Valentine." When provided, the photographer's name must be used in the credit line. We ask that you follow these guidelines:
  - a. For published materials, the credit line should be easily accessible.
  - b. For films, filmstrips, and video presentations, include the credit within the "Sources for Illustrations" or "Credits" section of the production.
  - c. For websites and other Internet display, the credit line should appear directly below or adjacent to the image. The user's website must contain a hyperlink to the Valentine website. The displayed image must either a) have the mouse right click function disabled, or b) include a rollover text box with a statement indicating that the image cannot be used without the permission of the Valentine.
  - d. For exhibitions, credit should appear in the exhibition area, preferably directly below or adjacent to the original copy.
3. To give the Valentine one complimentary copy of any published work, including CD-ROM products, in which the photographic copy appears.
4. To indicate in the accompanying caption or label any and all changes or alterations that have been made to the original copy, including cropping, tinting, or detailing. Altered images remain the property of the Valentine and cannot be used without permission.
5. To limit digital display of images to no more than 72 dots per inch.
6. To return all transparencies within 120 days, unless other arrangements have been made in advance in writing. There are charges for late returns.
7. To not permit others to reproduce the photographic copy or any facsimile of it.
8. In authorizing the reproduction of works in its collections, the Valentine does not surrender its own right to publish or grant permission for others to do so.
9. The Valentine reserves the right to limit the number of photographic copies or xerographic copies, to restrict the use or reproduction of rare or valuable materials, and to charge different fees than the ones published herein.
10. Any exceptions or modifications to the above conditions will appear on, and be part of, considered part of the Valentine's letter of agreement.

## Warning Concerning Copyright Restrictions

The copyright law of the United States (title 17, U.S. Code) governs the making of photocopies or other reproductions of copyright material. Under certain conditions specified in the law, libraries and archives are authorized to furnish photocopies or other reproductions of copyrighted works. One of these specified 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," the user may be liable for copyright infringement. The Valentine reserves the right to refuse to accept a copying order if, in its judgment, fulfillment of the order would involve violation of the copyright law. The granting of permission to publish by the Valentine does not absolve users of materials from securing permission from copyright owners and payment of such additional fees as the owners may require if the Valentine does not own the copyright or if the material is not in the public domain. Applicants assume all responsibility for questions of copyright and invasions of privacy that may arise in copying and in the use made of the photographic copy.

# The Valentine

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### Photographic Reproduction Fees

Reproductions of materials from the collections of the Valentine are provided under license agreement for purposes indicated in writing by the user and agreed to by the Valentine. Conditions governing their use are specified on a contractual agreement generated by the Valentine and to be signed by both the user and a representative of the Valentine. Costs for reproduction of materials from the Valentine's collections are the sum of two fees: the permission and production fees. The Valentine reserves the right to require special fees for some forms of commercial uses. The Valentine also reserves the right to deny requests at its discretion. The prices listed are subject to change.

### Permission Fees

#### One-time use

Includes one-time, one-use, non-exclusive, single language, publication rights.

##### For-profit entities

Editorial use (within books, periodicals, and other published works)	\$75
Video, film and DVD productions	\$100
Advertising and other non-editorial use	(min.) \$250

##### Non-profit entities

Editorial Use (within books, periodicals, and other published works)	\$30
Video, Film and DVD productions	\$50
Advertising and other non-editorial use	(min.) \$125

#### Multiple use

Includes multiple usage within one publication, multiple language editions, promotional materials associated with a publication, e-book format; does NOT include future use or future editions or use on publication cover or packaging]

##### For-profit entities

Editorial use (within books, periodicals, and other published works)	\$125
Video, film and DVD productions	\$150
Advertising and other non-editorial use	(min.) \$300

##### Non-profit entities

Editorial use (within books, periodicals, and other published works)	\$60
Video, film and DVD productions	\$80
Advertising and other non-editorial use	(min.) \$150

#### Cover Use

Includes book or media packaging.

For-profit entities	\$300
Non-profit entities	\$150

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<b>Multi-media publications (CDs, DVDs)</b>	
For-profit entities	\$100
Non-profit entities	\$50
<b>Internet use</b>	
For-profit entities	\$100
Non-profit entities	\$50

## Production Fees

In addition to the above stated fees, users will be charged an "image production" fee. Users should note that the Valentine's collections include a great number of objects, artifacts, and images in disparate sizes, condition and formats, which affects the method of production. Hence, total production fees are affected by the nature of the original material ordered as well as the user's desired end product.

### Digital Scans

Images that require new scanning or custom specifications include a new/custom scan fee. Unless specified, digital scans are made in grayscale or color RGB based on staff discretion. PDF scans are not high resolution and do not require new/custom scan fee. JPEG or TIFF scans are mailed on CD, uploaded to FTP site provided by customer or shared via Dropbox.com. PDF scans are emailed to customer, mailed on CD, uploaded to FTP server provided by customer or shared via Dropbox.com.

300 dots per inch 8"x10" image, JPEG or TIFF file	\$25
New/custom scan	\$10
Scan of oversized materials	Ask for quote
PDF scan (low resolution)	\$.25

### Photographic Prints

Prints are produced with white border and glossy finish. If desired, please specify no borders or matte finish. Unless specified, prints will be made in grayscale or color based on image and staff discretion.

8"x10" photographic prints	\$28.50
11"x14" photographic prints	\$42
16"x20" photographic prints	\$66.50
Larger sizes available	Ask for quote

### Photography of Three-Dimensional Objects

Imagery of three-dimensional objects often requires new photography that is arranged by Valentine staff. New photography requires additional lead time and fees. Rush orders may not be requested for these orders. The Valentine reserves the right to restrict the reproduction of materials in our care based on conservation and preservation concerns.

Set-up charge (Photographer's fee)	\$150+
Costume and textile objects requiring mount construction	\$25 /object

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## Photocopies

Photocopy requests are handled at the discretion of the Valentine staff. Oversized photocopies created by an outside vendor will require two copies: one for the patron and one for the museum as a preservation copy.

Black & white photocopies	\$.25
Color photocopies	\$1.00
Oversized photocopies	Ask for quote

## Research

The Valentine's collection is open for focused research inquiries by appointment only. Due to the complex nature of researching and handling object types, various research appointment fees apply.

Archives Appointment  
\$10/visit/person  
Free for Members

General Collections Appointment  
\$40/hour/person  
50% Discount for Members

Costume and Textiles Collection Appointment  
\$80/appointment/person  
2 hour and 8 object maximum/appointment  
50% Discount for Members

Remote research by the Valentine staff  
\$40/hour  
50% Discount for Members