## **USE AGREEMENT**

## Lavery Library Special Collections St. John Fisher University

Name:		
Address:		
Telephone/Fax:		
Email:		
Affiliated Organization:		
Special Collections:		
Description of Intended Use:		
This use is (check only one):		
Publication/Public Exhibit:	Non-P	ublication:
☐ Commercial/For Profit		Personal Use
☐ University/Scholarly Press		Scholarly Research
<ul><li>☐ Non-Profit</li><li>☐ Student</li></ul>		
 If Publication/Public Exhibit, result will be:		
□ Book		Display/Exhibit
☐ Textbook		Periodical
☐ Film/Video		(Journal, Magazine, Newspaper, Newsletter
□ Website/CD		Other
Description of Publication/Public Exhibit: Title:		
Author/Producer/Curator:		
Expected release/publication date/exhibit dates: _		
Estimated size of edition/print run/production run		

Lavery Library is pleased to make reproductions of its Special Collections available for personal and scholarly use. Items reproduced for commercial purposes and/or publication may be subject to copyright or property right restrictions (see below). No requests are considered granted until a Lavery Library representative has signed the Use Agreement form and payment if applicable is received.

All requests for reproductions are governed by the following conditions:

- 1. Once granted, permission to use is for one-time-use only and is solely for the expressed purpose described in the application. Further duplication, reuse, resale, or placement with another party is not allowed. Any subsequent publishing constitutes reuse and must be applied for in writing.
- 2. Lavery Library reserves the right to require the return of copies when a user is finished with them and the right to require a watermark.
- 3. All images used in printed publications, on film and video, on web sites, and in exhibitions are required to use the following credit line:
  - Special Collections, Lavery Library, St. John Fisher University, Rochester, NY [URL, if applicable].
- 4. The requester is to give Lavery Library one complimentary copy of any published work in which the reproduction occurs.
- 5. In authorizing the publication of the reproduction, Lavery Library does not surrender its own right to publish it or to grant others permission to do so.
- 6. Granting permission to reproduce materials does not absolve requesters from securing permission from the copyright holder if the material is not in the public domain, nor does it affect the payment of additional fees as required by the copyright owner. Users assume all responsibility for questions of copyright, invasion of privacy, and rights of publicity that may arise in using reproductions from the library's collections.
- 7. Lavery Library reserves the right to limit the number of reproductions, restrict the reproduction service to Special Collections materials only, restrict the use of rare or fragile materials, and institute special fees for items requiring special handling.
- 8. Exceptions or additions to these conditions appear below and are considered a part of the conditions governing the use of reproductions provided by the Lavery Library.

**EXCEPTIONS OR ADDITIONS TO THE ABOVE CONDITIONS:** 

The control the character and the control of the co	
I have read the above conditions governing use and copyrigh	τ.
	Date:
Requestor Signature	
nequestor signature	
	Date:
Lavery Library Representative Signature	
Lavery Library Representative Signature	