

PERMISSION TO PUBLISH CONTRACT

Department of State Parks and Cultural Resources
Wyoming State Archives
Barrett Building
Cheyenne, WY 82002

Date

Subject to the following terms and conditions permission is granted by the State of Wyoming, Department of State Parks and Cultural Resources, Division of Cultural Resources, hereafter "Department", to the undersigned institution, organization, or individual, hereafter "Publisher", to publish the below listed photographs from the collections of the Department in the work specified in this contract.

Subject Negative Number - **Sample**

CONDITIONS

1. Permission is granted for **ONE TIME NON-EXCLUSIVE USE ONLY**. Photographic material may not be reused without the written permission of the Department.
2. A credit line is required and **MUST** be included with each published image. It must state: "**Wyoming State Archives, Department of State Parks and Cultural Resources.**" In the case of motion pictures and television, the credit line must be listed at the end of the production. In the case of digitized images, whether at a website or part of a CD package, the credit line must accompany the image without altering or being part of it. Credit for exhibited photographs must be placed in a visible location on or near the photograph and must be legible. The person ordering the photographs and requesting permission for their use will be responsible for the proper credit line.
3. If the photograph(s) is/are printed, the publisher must provide the Department with a copy of the publication containing the photograph(s) listed above. The publisher understands that the publication provided may be added to the collections of the Wyoming Division of Cultural Resources and made available for public use. If the work contains no more than two photographs, tearsheets of the title page and/or page(s) containing the photographs and acknowledgments may be provided in lieu of a copy of the publication.
4. If the photograph(s) is/are used in a motion picture film, filmstrips, video, or slideshow, the Publisher must provide still photographs or photocopies of the title frame and the frame showing the picture's credits or tape to the Department. If the photographs are digitized, the Publisher must provide a copy of the CD or website address to the Department.
5. Copies or prints of the photographs used from these collections may not be deposited or placed on file in any repository without the express written permission of the Department.
6. The paper copies or prints of photographs provided under the terms of this contract may not be used to produce additional paper copies or photographic prints. Prints are provided only to allow the publication of their photographic images. The images may be copied and distributed only in the published form specified below.
7. The person ordering the photograph(s) will be responsible for the accurate reproduction of the image. Manipulation that alters the photograph in any way is not allowed. This includes, but is not limited to, cropping, colorization, overprinting, or altered digitizations of the photograph.
8. Processing fees and commercial use fees, if assessed, must be paid to the Department before an order will be processed or photographs may be used. Sales tax will be added as required. Fee amounts are listed below.
9. No additional promotional or advertising uses of the photograph(s) will be allowed without the express written permission of the Department.
10. Scanning of photographs used pursuant to this Contract for electronic publication, including CDs, is not permitted at resolutions greater than 72 dpi. Note: This does not include scanning for publication in print media.
11. The Publisher agrees to provide a clear and precise description of how the photograph will be used, or to provide a sample of the product upon which the photograph will appear. The Department reserves the right to refuse the use of a photograph from its collections if it determines that such use is excessively frivolous or unethical and will reflect inappropriately on the State of Wyoming, the donor, or the subject of the photograph.
12. If the terms of this contract are violated by the Publisher, future requests for use of photographic images from the collections of the Department may be refused. The Department may also seek prosecution of the publisher.

Sample

Failure to comply with the above terms and conditions may result in denial of future access to the Department's photo collection. It is expressly agreed and understood by the Publisher that the Department makes no warranties or representations regarding the copyrights in and to the described photographs. The Department warrants only that it is the owner of such photographs. It is expressly agreed and understood that it is the responsibility of the Publisher to resolve any questions regarding the copyrights in and to the described photographs.

Sovereign Immunity. The State of Wyoming and the Department of State Parks and Cultural Resources do not waive sovereign immunity by entering into this Contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to WYO. STAT. § 1-39-104(a) and all other state and federal law.

Indemnification. The Publisher shall release, indemnify and hold harmless the State and the Department and their officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of Publisher's performance under this contract.

NAME OF PUBLISHER: _____

NAME OF PUBLICATION IN WHICH PHOTOGRAPH WILL APPEAR: _____

PROPOSED RELEASE DATE: _____

FEES: PROCESSING _____ COMMERCIAL USE _____

PURPOSE OF USE:

- | | | |
|--|---|--|
| <input type="checkbox"/> Advertising/Promotion | <input type="checkbox"/> Display or Exhibit | <input type="checkbox"/> Video |
| <input type="checkbox"/> Article in Periodical | <input type="checkbox"/> Motion Picture | <input type="checkbox"/> Other (Specify) |
| <input type="checkbox"/> Book | <input type="checkbox"/> Newspaper | |
| <input type="checkbox"/> Digital Media | <input type="checkbox"/> Television | |

THE UNDERSIGNED PUBLISHER AGREES TO THE TERMS AND CONDITIONS SPECIFIED ABOVE:

SIGNATURE _____

DATE _____

NAME (PLEASE PRINT) _____

ADDRESS _____

DEPARTMENT OF STATE PARKS AND CULTURAL RESOURCES:

NAME _____

TITLE _____

DATE _____

SIGNATURE _____

Please sign and return original to:
Department of State Parks and Cultural Resources
Wyoming State Archives
Barrett Building
Cheyenne, WY 82002