

# Boston Studio Project – License Agreement

This agreement covers the use of images that are the property of the **Boston Studio Project** and the Butler County Gallery website (<http://butlercountygallery.com>).

I, \_\_\_\_\_, understand that the **Boston Studio Project** is providing a copy or copies of the objects listed on the attached sheet for the following use:

(Use) \_\_\_\_\_

I agree to abide by the following conditions:

1. The photo copies from the collection of the **Boston Studio Project** will be considered for non-exclusive one-time use only in the publication, project, production, or personal use detailed on this agreement. I understand that any additional or alternate uses, including but not limited to subsequent editions, reprints, re-re leases, dust jackets, covers, print or broadcast advertisements, companion formats, and distribution in other markets, constitute a new use which must be documented and approved by the **Boston Studio Project**.
2. I confirm that I am aware of the portion of the copyright law of the United States (Title 17, United States Code), which governs the making of photocopies or other reproductions of copyrighted material, summarized as follows:
  - a. Under certain conditions specified in the law, libraries and archives are authorized to furnish a photocopy or other reproduction.
  - b. One of these specified conditions is that the photocopy or other reproduction is not to be “used for any purpose other than private study, scholarship, or research”.
  - c. If a user makes a request for, or later uses, a photocopy or reproduction for purposes in excess of “fair use” that user may be liable for copyright infringement.
  - d. The **Boston Studio Project** reserves the right to refuse to accept a copying order if, in its judgment, fulfillment of the order would involve violation of copyright law.
3. I assume responsibility for any copyright violation, issues of invasion of privacy, libel and/or slander that may result from my use of these materials.
4. I understand that the materials are not to be used to assert or imply that the **Boston Studio Project** endorses any product or enterprise, concurs with the opinions expressed in, or confirms the accuracy of any content of the described publication, project or production.
5. I agree to correctly identify the content of the photo provided by the **Boston Studio Project** and to not use them in any way that falsifies or misrepresents the information they present. Furthermore, I agree to credit the Boston Studio Negative Collection for the materials used in completed papers or projects.
6. I understand that, while the **Boston Studio Project** Committee will allow close-ups of portions of the original and adjustments to contrast, sharpness, and cropping where the original content is not changed, it will NOT allow inversion of the original or change in resolution of digital files, or the removal or addition of content. The **Boston Studio Project’s** primary interest is to protect the content of the original. The **Boston Studio Project** may enhance the original material to allow for better interpretation and understanding of the content. I understand that any manipulation beyond that allowed by the **Boston Studio Project** must be approved by the **Boston Studio Project** in advance of use as an addendum to this agreement.
7. I understand that the rights to the provided materials cannot be sub-leased or sold, nor may I permit others to reproduce the materials or any facsimiles of them by any means for any purpose. Likewise, I understand that these materials may not be donated or sold to another person or organization.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date