

# NEBRASKAland Magazine

## Photo Library

### Photographic Lending & Publishing Rights Agreement

**Photo Credit Line:** Each photographic illustration provided by *NEBRASKAland Magazine* must be properly credited. Preference is given to “NEBRASKAland Magazine/Nebraska Game and Parks Commission.” The exact content, style, and location may conform to that used in the rest of the product, but must at least use include the words “NEBRASKAland Magazine” with this particular capitalization. For website use, the words “NEBRASKAland Magazine” must be placed near the image.

**Intended Use:** The singular intended use, and only acceptable use, for this particular agreement, as explained by the client, named below, for the image(s) is:

**Duration of Loan:** All physical forms of photo loans must be returned within 90 days. All electronic copies of digital images loaned must be completely and wholly removed from all electronic equipment belonging to the borrower within 90 days.

**Image Ownership:** All images that appear in *NEBRASKAland Magazine*, and/or any images photographed by *NEBRASKAland Magazine* staff, are the sole property of the Nebraska Game and Parks Commission (NGPC) and are not available for publication by any other group, agency, organization, or individual without prior written agreement from the Photo Library. The use of any image is granted by the Photo Library for one-time, non-exclusive reproduction only and can only be extended for further use upon the development of additional or expanded agreements. Neither NGPC staff nor public patrons may loan, give, or otherwise make available to any other organization or person, any image provided by this library – to do so qualifies as copyright infringement. Patrons who violate this agreement will be fined accordingly.

**Fees:** One-time, non-exclusive rights to use image(s) are granted with the signing of this agreement and the payment of Photo Library research, digitization and handling costs. Fees must be paid within 90 days, are non-refundable, and subject to change.

- For profit
  - \$ 25 for each low resolution (1200 pixel maximum) image.
  - \$250 for each high resolution (3600 pixel maximum) image.
- Nebraska-based Nonprofit
  - \$ 10 for each low resolution (1200 pixel maximum) image, with a \$50 minimum.
  - \$ 75 for each high resolution (3600 pixel maximum) image.
- Not Nebraska-based Nonprofit
  - \$ 15 for each low resolution (1200 pixel maximum) image, with a \$75 minimum.
  - \$150 for each high resolution (3600 pixel maximum) image.
- All fees waived per

**Complimentary Copy:** Users shall furnish the Photo Library with one copy of any tangible product created in which NEBRASKAland Magazine images are used, at no expense to the Photo Library, for use tracking. Materials may be sent to the Photo Library, Nebraska Game and Parks Commission, 2200 North 33rd Street, Lincoln, NE 68503.

**Right of Refusal, Waivers, and Timeliness:** The Photo Library reserves the right to refuse photographic requests from anyone not complying with these lending policies at any point in time, or for any request not aligned with the agency's mission. Fees may be waived as deemed necessary or appropriate by NGPC Administration. The Photo Library makes every attempt to fulfill photography requests in a timely manner, in a way that best meets the patron's needs, but requests from NGPC employees are satisfied first and foremost, with outside requests completed as time allows.

By signing below, you and the agency or organization you represent, acknowledge and agree to the terms and fees listed above.

Client (signature): \_\_\_\_\_

Client (printed name): \_\_\_\_\_

representing \_\_\_\_\_

on this date \_\_\_\_\_

and as relating to Photo Library Invoice No. \_\_\_\_\_



TIME OUTDOORS IS TIME WELL SPENT