

# Wyoming State Archives Photograph Use Agreement

## TERMS AND CONDITIONS

January 24, 2017

[Item Numbers]

The Wyoming State Archives, Department of State Parks and Cultural Resources agrees to provide the Researcher with the images listed above for publication, subject to the following conditions:

- This use agreement is valid for **one-time use only** for the life of the specified project. Material may not be re-used without renewing the agreement with the Wyoming State Archives. The Researcher must complete a separate use agreement form for change of use; change in format; sale, transfer, or loan to a different user, publisher, distributor, company, corporation, etc., either in the United States or elsewhere; change in agreed upon distribution; change in location; or any other deviation from the uses designated below.
- This agreement does not exclude others from using the same material in other projects.
- Except in cases where copyright has been specifically transferred to the Department, the Wyoming State Archives does not claim to control the rights of reproduction for still and moving images and audio material in its collection. The publishing party assumes all responsibility for clearing production rights and for any infringement of the U.S. Copyright code. The publishing party is also responsible for obtaining all necessary authorizations and approvals.
- If a non-profit, the Researcher certifies that all funds it collects from fees, charges, royalties, or other income from its use of the material obtained from the Wyoming State Archives shall be used for non-profit purposes.
- The Researcher agrees to notify the Wyoming State Archives prior to modifying images, including colorization and extensive cropping.
- The Researcher will use the following credit line, or one in a similar format, that has been approved by the Wyoming State Archives when publishing or using in facsimile reproduction the material(s) identified above:

[Identify item], [Collection Name], [Collection #], Wyoming State Archives

If the image used is part of the Stimson Collection, the credit line must include the phrase "J.E. Stimson Collection, Wyoming State Archives."

- The Researcher agrees use a file resolution of 96 dpi or less for digital publication.
- The Wyoming State Archives requests a free copy of the final publication or other product that utilizes these reproductions.

### Applicable Law/Venue

The construction, interpretation, and enforcement of this Use Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Use Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

### Sovereign Immunity

The State of Wyoming, the Department of State Parks and Cultural Resources and the Wyoming State Archives do not waive sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 139104(a) and all other applicable law. Designations of venue, choice of law enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

### Indemnification

The Researcher shall release, indemnify and hold harmless the State, the Wyoming State Archives, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Researcher's failure to perform any of Researcher's duties and obligations hereunder or in connection with the negligent performance of Researcher's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Researcher's malpractice or malfeasance.

## INTENDED USE OF MATERIALS

### Format of Publication:

☐ Book    ☐ Periodical    ☐ Web site    ☐ Advertising    ☐ Film/Television/Motion Picture

Title \_\_\_\_\_

Publisher \_\_\_\_\_

Number of copies expected in print run (if book, film or periodical): \_\_\_\_\_

Expected date of publishing or release: \_\_\_\_\_

☐ Commercial Display    ☐ Exhibit

Title of Exhibit or Display \_\_\_\_\_

Location exhibited \_\_\_\_\_

Organization, Creator or Sponsor \_\_\_\_\_

Expected date of opening or release: \_\_\_\_\_

☐ Other (please specify): \_\_\_\_\_

Use fees: \_\_\_\_\_ Processing fees: \_\_\_\_\_

The undersigned agrees to the terms and conditions above. Notwithstanding this authorization, the Researcher is responsible for obtaining all other necessary authorizations for the publication or use of the materials identified above, including, without limitation, the permission of the copyright holder(s) in accordance with applicable law.

### Researcher:

Name (please print): \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

### Wyoming State Archives:

Name (please print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Wyoming State Archives  
Wyoming Department of State Parks  
and Cultural Resources  
Barrett Building  
2301 Central Avenue  
Cheyenne, WY 82002  
307-777-7826  
[wyarchive@wyo.gov](mailto:wyarchive@wyo.gov)

