



ARTHUR WALTER KEDDIE RAILROAD LIBRARY POLICY



Collections Materials Release

Effective Date: 03/20/2021 *Legal Review Date:*
Next Review Date: 03/20/2026
Replaces: 11/01/2017 AWKRRL-00027

This Materials Release is entered into this _____ day of _____ 20____ by and between the Feather River Rail Society (the "FRRS") and the user ("User") identified on the release schedule attached hereto as Exhibit "A" and incorporated herein (the "Release Schedule").

Objection to the use of the material identified on the Release Schedule (the "Material") in the publication, exhibit or product (the "Product") is hereby waived by the FRRS subject to the following conditions:

- 1) This waiver is for a non-transferable, non-exclusive use of the Material, in whole or in part, within the Product for the term and within the territory defined on the Release Schedule.
- 2) This waiver granted under Section 1 above shall apply only to use of the Material in the Product currently in preparation (the "Current Version"). Use of the Material in future versions, editions or derivative works, such as but not limited to electronic publication as a secondary right, translations, paperback editions and video and audio versions, is not permitted except by special provision or amendment to this Release.
- 3) The Material must be reproduced accurately and fairly without distortion or misrepresentation and without any association which would tend to degrade the Material or the FRRS.
- 4) Credit line must be given as follows: Courtesy of the Feather River Rail Society, Arthur Walter Keddie Railroad Library, Portola, California. Other credit lines, when necessary, will be provided by the Feather River Rail Society.
- 5) The FRRS makes no warranty or representation that any reproduction, distribution, performance, display, preparation of derivative works, or usage of the Material hereunder is or will be free from infringement of the rights of third parties. User agrees to defend and hold harmless the FRRS against all claims, losses, costs, and expenses arising from reproduction, distribution, performance, display, preparation of derivative works, or other usage of said Material.
- 6) As full compensation for this waiver granted by the FRRS and as a condition to the effectiveness hereof, User shall pay the FRRS a one-time non-refundable fee in the amount set forth in the Release Schedule, due upon the execution of this Release.
- 7) User may not employ the name of the FRRS in any advertising, promotional, or publicity material, nor make any formal presentation or statement which would constitute an express or implied endorsement of any product or service, including the Product, without the prior written consent of the FRRS. The use of the Material in publicity or promotional materials is limited under this Release, such that the Material may appear only in a manner that indicates that it is part of the content of the Product. Use of the Material on packaging, book jackets or covers is not permitted except by special provision or amendment to this Release.
- 8) Any special release rights may be needed and will be shown here in an attachment to this release.

I/We hereby agree to the conditions outlined in this Release, including the Release Schedule.

By: _____ By: Feather River Rail Society
Signature: _____ Signature: _____
Title: _____ Title: _____
Date: _____ Date: _____

EXHIBIT "A"

RELEASE SCHEDULE

Document/Negative No. / Collection / Description [PLEASE ATTACH A PHOTOCOPY OF THE IMAGE]

For-profit use: Non-profit, government, scholarly, small press use:

Project type:

- | | | |
|--|--|---|
| <input type="checkbox"/> Book | <input type="checkbox"/> Magazine article | <input type="checkbox"/> Unpublished thesis or dissertation |
| <input type="checkbox"/> Advertising | <input type="checkbox"/> Film, video, television | <input type="checkbox"/> CD ROM |
| <input type="checkbox"/> Other non-editorial use | <input type="checkbox"/> Web site | <input type="checkbox"/> Exhibition |

Publication press run: _____ Estimated publication date: _____

Name of Applicant: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ E-mail: _____

Name of Publisher/Producer: _____

Address: _____

City: _____ State: _____ Zip: _____

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I have read and agree to abide by the Society's policy. I understand that the copyright law of the United States (Title 17, United States Code) governs the use of making photocopies or other reproduction of copyrighted material. It is not my intention to publish or otherwise reproduce materials which are possibly subject to copyright without having first obtained written permission from (a) the copyright owner, his/her assigns, and (b) the Feather River Rail Society, as owner of the materials.

Applicant's signature: _____ Date: _____

Print Name: _____ Title: _____

Corporate Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ E-mail: _____

TO BE COMPLETED BY FEATHER RIVER RAIL SOCIETY LIBRARY STAFF

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One time-per image use fee: _____

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If this box is checked, please send a complimentary copy to the FRRS.

Approved By: _____ Date: _____

Date Use Fee Paid: _____ Complimentary Copy Received: _____

Vendor Invoice # _____ Date: _____ Completed: _____

Mailed: _____ Picked up: _____

Paid: Check # _____ Cash Credit Card** MasterCard VISA

Card Number _____ CCV _____ Expiration Date _____ Billing Zip Code _____

***\$10 minimum required for credit card orders

Attachments if any:

CHANGE LOG:

Date:	Action:	By:	Approved:
11/01/2017	Original		
03/20/2021	Update format	Kerry Cochran	