



Tennessee State Museum Image Use Agreement

Borrower:

Name _____

Institution _____

Address _____

City _____ State _____ Zip Code _____

Phone _____

Email _____

The above listed borrower acknowledges the request of digital image file(s) of the following item(s) from the collection of the Tennessee State Museum:

Purpose for which the digital image file(s) will be reproduced:

Terms and Conditions:

The Tennessee State Museum (TSM) has agreed to lend these digital image files to the Borrower, and the Borrower has accepted the same on loan, subject to the following terms and conditions:

1. **Rights-** The TSM does not claim exclusive ownership of the rights to all images of items in its collection. TSM will not intentionally loan any image that is copyright protected. Even so, it is the borrower's responsibility to determine if a copyright exists on any image provided by the TSM and to bear liability for third-party claims of copyright infringement. TSM will not assume any fiscal responsibility for royalties or fees claimed by or on behalf of a copyrighted image.
2. **Use-** Permission is for use worldwide and in all languages. The Borrower agrees to use these digital images on a one-time basis only for the purpose listed above. Any subsequent or different use requires an additional agreement. This permission is nonexclusive and nontransferable. The Borrower agrees to not make these images available to a third party for reproduction not herein stated.

3. **Use Fees-** Image use fees support the mission of the museum. The TSM will provide an invoice for the fees to the Borrower. Use fees must be paid in full before images are delivered to the Borrower.
4. **Credit Line-** The Borrower agrees that the following credit line will accompany any use of the images in a publication, audio-visual production, website, merchandise, or display available to the general public: **Tennessee State Museum**. The Borrower will be informed if the image requires an additional credit line in cases where the image comes from an item that is part of a specially designated area of the collection.
5. **Image Manipulation-** The images may not be altered without prior approval of the TSM.
6. **Museum Copy-** The TSM requests one complimentary copy of any publication, audio-visual production, website page capture, merchandise, and/or digital image of public display in which a TSM image has been used.

I have read and agree to the above terms and conditions. I understand that the images will not be loaned without this form signed and returned and with appropriate use fees paid to the TSM.

SIGNED _____ DATE _____

FOR _____

Approved by the Tennessee State Museum:

SIGNED _____ DATE _____

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