

**KERN COUNTY MUSEUM
AGREEMENT FOR NON-PRIVATE USE OF HISTORICAL PHOTOGRAPHS**

This Agreement is entered into between the Kern County Museum (Hereinafter "Museum") and:

Name _____

Address _____

City, State, Zip Code _____

Telephone _____

(Hereinafter "User").

The Museum hereby grants to User permission to use a copy of the following historical photograph(s) owned by the Museum:

In consideration of said grant of permission to make copies of the above described photograph(s), User covenants and agrees as follows:

- A. User shall pay to Museum all research, processing, and use fees charged by Museum in connection with the copying of said photograph(s), pursuant to Museum's historical photograph fee schedule.
- B. All photographic material handling related to the copying of said photograph(s) shall be performed exclusively by Museum or its agents.
- C. In regard to the use of copies of said photograph(s), such copies shall be used exclusively for the following purpose or purposes only.

D. Expected as provided in subparagraph C, User shall not distribute copies of said photograph(s) to the public by sale or other transfer of ownership, or by rental, lease or lending. User shall not distribute said copies to any person or persons for purposes of further distribution or public display.

E. To the extent, if any, User may distribute to the public, or publicly display or offer to publicly display, copies of the above-described photograph(s), as provided by subparagraph C; User shall insure that each such copy bears the following credit line:

COURTESY OF
KERN COUNTY MUSEUM
USED BY PERMISSION

F. If any action at law or in equity shall be brought by the Museum to recover any amount of money owing under this Agreement, or for on account of any breach here of, or to enforce or interpret any of the covenants, terms or conditions of this Agreement, Museum shall be entitled to recover from User as part of its costs reasonable attorney fees.

Date

User Signature

Date

Museum Director