The Adams County Historical Society

625 Biglerville Road - Gettysburg, PA 17325 (717) 334-4723 - info@achs-pa.org

Publication Licensing Agreement

The following shall constitute a publication licensing agreement between ADAM	1S
COUNTY HISTORICAL SOCIETY ("ACHS") and	
("LICENSEE") to use the photograph(s), artwork, film clip(s), and/or other wor	rk
described herein "(THE WORK"), in and only in connection with the project ("T	ГНЕ
PROJECT") presently entitled and in	n and
only in the specific medium designated herein.	
Title of Project:	
Author/Director:	
Date and Place of Publication:	
Medium (print, film, etc.):	

TO BE COMPLETED BY ACHS:

The Work (items covered by agreement): _____

Total Price (\$50.00 per item): _____

Terms and Conditions

- ACHS hereby licenses and grants to the LICENSEE a ONE-TIME, NON-EXCLUSIVE NORTH AMERICAN ENGLISH LANGUAGE RIGHTS LICENSE ("THE LICENSE") to use and/or reproduce all or part of THE WORK in connection with THE PROJECT, including, but not limited to, the distribution, promotion, advertising and exhibition, and/or exploitation thereof, in all forms of television and home video, world-wide, for the life of THE PROJECT. The rights herein granted, in addition to being for the benefit of the LICENSEE, shall also be for the benefit of any LICENSEE successor, assign, licensee and/or other LICENSEE-authorized user of THE PROJECT. This Agreement shall not constitute a license to use and/or reproduce all or any part of THE WORK in any other project and/or any other media, now known or hereafter developed, other than the one designated herein.
- 2. If any portion of THE WORK is included in THE PROJECT, LICENSEE shall give credit to ACHS. <u>The credit line shall read: Adams County Historical Society, Gettysburg, Pennsylvania</u> and must appear next to each reproduction or with the primary caption or acknowledgement.
- 3. The LICENSEE shall reimburse ACHS for its reasonable costs in duplicating THE WORK and delivering THE WORK to the LICENSEE for use in THE PROJECT. LICENSEE shall also pay a Publication Fee of \$50.00 for each item of THE WORK. <u>Payment in advance is required.</u>
- 4. LICENSEE shall also supply ACHS with one reference copy of THE PROJECT that contains any portion of THE WORK.
- 5. ACHS warrants and represents that it is the sole owner of the items contained within THE WORK herein designated and that ACHS has the sole right and authority to license THE WORK as provided herein.
- 6. ACHS agrees to indemnify and hold the LICENSEE harmless from and against any and all claims, losses, liabilities, damages and expenses, including attorney's fees actually incurred, which may result from any breach of the warranties and representations contained herein.
- 7. The License is irrevocable so that the LICENSEE may proceed in reliance thereon.
- 8. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter of this Agreement and cannot be changed except by an instrument signed in writing by all parties. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and shall be binding on all parties, their heirs and assigns. Notwithstanding any provision of law to the contrary, no ambiguity in this Agreement, if any, shall be construed against ACHS as the draftsman.

Licensee:

Name (Print)

Signature

Date

Agreed to and Accepted by the Adams County Historical Society (ACHS):

Name (Print)

Signature

Date