

MOVING IMAGES REQUEST

National Cowboy & Western Heritage Museum
Donald C. & Elizabeth M. Dickinson Research Center
1700 NE 63rd Street
Oklahoma City, OK 73111

Job #
Received
Fax form to: (405) 478-6421
Mail to: Chuck Rand / Karen Spilman/
Jennifer Wochner

Contact person

Institution/Company

Mailing Address

City/town

State

Zip

Telephone #

Fax #

E-mail

Moving Images Requested	Call #	Size	Format

Project Description

- A. Preview, Screening, Research, Reference (please describe)

- B. Educational (Schools, Libraries, Museums), Presentations, Exhibits (please describe)

- C. Television, Motion picture, Documentary, Home Video (please describe or attach description)

- D. Electronic media, Computer software, Internet

Moving Images Rental Fees*

The National Cowboy & Western Heritage Museum (Museum) is pleased to offer video reproduction services to users of its collections. Preview copies (screening and personal use) are produced on VHS videocassettes and DVDs in an NTSC format. We are unable to provide preview copies in PAL and SECAM. Rental fees for preview copies will be applied to any use fees incurred should broadcast quality use copies (Betacam SP videocassettes) be produced.

	<u>Non-profit</u>	<u>Commercial</u>
Preview copy (VHS & DVD)		
3-month rental of existing VHS / DVD	@\$ 10.00	@\$ 40.00
3-month rental of VHS, dubbing required	@\$ 15.00	@\$ 60.00
3-month rental of DVD, dubbing required	@\$ 40.00	@\$115.00

Moving Images Use Fees

Broadcast quality Betacam SP videocassettes are produced for uses listed below and their production costs are included in these use fees. All fees for North American non-profit institutions are 50% of the fees listed. All rights are in perpetuity for a single production.

Primary Market License (Circle choices)	Per Minute	30-Second	Minimum Increments
TV Network (N. American broadcast) \$	1000	\$	500
TV Network (Local broadcast)	500		250
TV Public (N. American broadcast)	500		250
TV Public (Local broadcast)	250		125
TV Foreign broadcast	1000		500
TV World Wide (incl. N. American & Foreign)	1500		750
Home Video or DVD Rental & Sales	1000		500
Motion Picture (Theatrical releases)	2000		1000
Educational (Schools, Libraries, Museums)	500		250
Educational (Local use, one market)	300		150
Presentations or Exhibits	600		300
Presentations (Local, one location)	400		200
Computer software, CD ROM, Electronic media, etc.	800		400
All above markets in all media	2500		1250

Charges

DVD rental _____	\$ _____
VHS videocassette rental _____	\$ _____
Total Use fees _____	\$ _____
Shipping _____	\$ _____
TOTAL _____	\$ _____

Due Dates

Payment due _____
VHS videocassette _____
DVD due _____
Beta videocassette _____
Gratis copy due _____

*This form serves as an invoice. Please make check or money order payable to: National Cowboy & Western Heritage Museum and send to the Research Center, NCWHM, 1700 NE 63rd Street, Oklahoma City, OK 73111

TERMS & CONDITIONS FOR USE, BROADCAST, OR REBROADCAST

I. Requests - Requests for moving images must be made in writing by the applicant and accompanied by all three pages of this form. A signed reproduction agreement (page 3) must accompany the completed request and fee schedules of this form (pages 1 & 2) before processing of the request begins. Requests are reviewed by staff to determine the Museum's participation in the project.

II. Preview & Use copies - Preview (screening, reference or research) copies are produced on VHS videocassettes and DVDs and may not be duplicated, adapted, transmitted, reproduced, or broadcast. Use copies are produced on Betacam SP videocassettes and their use is limited to the market license(s) selected. Please refer to the Disclaimer below regarding copyright clearance. Both preview and use copies are the property of the Museum and rented or loaned to the applicant for a 3-month period for the project described on page 1. Extension of rental period requests must be made in writing.

III. Fees - Unless special arrangements have been made prior to making the request, rental and use fees are payable in advance and should accompany the completed request form. Failure to pay means use permission has not been granted. If moving images are not used, the use fees may be refunded upon receipt of a written request. All requests for reuse or change in use must be applied for in writing. Foreign applicants must pay all invoiced charges with funds drawn on a U.S. bank in U.S. dollars and with no deduction of bank fees. If a screening or use videocassette is kept beyond its due date, a monthly late fee will be assessed until its replacement cost is reached when it is considered lost. The applicant will be charged a replacement fee of \$100. The monthly late fee is \$20.00.

IV. Permission - The applicant is permitted to use the preview copies requested in the manner or project described on page 1 and the use copies in the market(s) selected on page 2. Any subsequent productions, different languages, etc., additional markets and media constitute a reuse or change in use and will be considered upon application. Exclusive rights are not granted to any applicant. Permission may not be reused, transferred, assigned, sold, or otherwise disposed of without written permission of the Museum. Please refer to the Disclaimer below regarding copyright clearance. Moving images can not be used as endorsements for commercial products. If use, broadcast, or rebroadcast has not occurred before two (2) years has passed, permission is automatically revoked and must be requested again. The Museum reserves the right to refuse to grant permission to any applicant whose project and product are not acceptable to the Museum for any reason. Permission has not been granted until fees have been paid.

V. Credit Line - Applicant agrees to credit properly. The following is the basic credit line: National Cowboy & Western Heritage Museum, Oklahoma City, OK. When provided, the collection name must be included in the credit line. With motion pictures, CD ROMs, and Home videos / DVDs, etc. include the credit with the listing of other "Sources."

VI. Gratis Copy - The applicant agrees to provide the Museum with one complete complimentary copy (VHS videocassette or DVD) of any production in which the use copy footage appears.

VII. Copyright Restrictions Warning - The copyright of the United States (Title 17, U.S. Code) governs the making of photocopies or other reproductions of copyright material. Under certain conditions specified in the law, libraries and archives are authorized to furnish photocopies or other reproductions of copyrighted work. One of these specified conditions is that the photocopy or reproduction is not to be "used for any purpose other than private study, scholarship, or research." If a user makes a request for, or later uses, a photocopy or reproduction for purposes in excess of "fair use," the user may be liable for copyright infringement. This institution reserves the right to refuse to accept a copying order if, in its judgment, fulfillment of the order would involve violation of the copyright law. The granting of permission to publish by the Museum does not absolve users of materials from securing permission from copyright owners and payment of such additional fees as the owners may require if the Museum does not own copyright or if the material is not in the public domain. Applicants assume all responsibility for questions of copyright and invasion of privacy that may arise in copying and in the use made of the photographic copy.

VIII. Disclaimer - The Museum makes no warranties or representations and assumes no responsibility or liability for any claims against the applicant or the Museum by persons associated with the moving images because of their use, broadcast, or rebroadcast. Applicant agrees to indemnify the Museum and hold it harmless against any and all such claims. Before USE copies (Broadcast quality dubs) can be provided, it is the responsibility of the applicant to obtain necessary permissions for those items for which the Museum does not own the copyright or for which other restrictions may apply. Applicants are advised that obtaining rights clearances may be a lengthy and complex task and should be planned well in advance. The Museum cannot release any final use copies without necessary release documents from the copyright owner.

The applicant is permitted to use the moving images as described on pages 1 and 2 provided the applicant agrees to all terms and conditions enumerated above.

Applicant Name (Please print or type)

Museum Representative (print or type)

Applicant(Signature)

Date

Museum Representative (Signature)

Date