

# NEVADA NORTHERN RAILWAY

## PHOTOGRAPH USE TERMS AND CONDITIONS

The Nevada Northern Railway Foundation (NNRy) provides photographs for use in both commercial and non-commercial context. Fees for the use of the photographs, as explained in the fee schedule, are determined and invoiced separately from this use agreement. The following conditions apply:

- This agreement is for one-time use of the photographs for the project as listed in the agreement form. Further use of the photographs provided must be covered under a separate use agreement and may be accessed an additional fee.
- Any funds, royalties, or other income from the use of the photographs for a Non-Profit must be certified to be used for non-profit purposes.
- Photographs should not be altered, colorized or extensively cropped without prior notification and the express permission of the NNRy Archives. Slight cropping for space constraints is permissible as long as the main subject matter of the photograph is not compromised.
- Credit should be given by listing the Photographer Name (if known), Collection Name (if any), and the NNRy Archive. Format of the credit line must be approved by the NNRy Archives.
- Photographs used in any digital publication (including websites/social media) will only be published at a resolution of 100 dpi or less.
- No agreement for photographic use will exclude others from using the same images in other projects.
- Availability of photographs for use is at the discretion of the NNRy and the respective donors of the images.
- NNRy requires that a proof of any works be sent to the archivist prior to publication for final approval.

The user agrees to comply with all terms and conditions listed above as well as any special instructions provided on a case by case basis by the NNRy Archives. Failure to comply with the terms and conditions will result in revocation of permission to use the photographs under the agreement and may affect future requests to use photographs from the NNRy Collection. Revocation of permission due to a failure to follow the terms of the agreement will not result in a refund of usage fees. The NNRy will not be responsible for any misuse of photographs from the collection by the user.

Specific questions regarding terms, conditions, fees, usage etc. should be directed to the Archivist prior to signing the agreement. Any further questions after the agreement has been finalized should be directed to the Archivist as soon as possible.

# NEVADA NORTHERN RAILWAY PHOTOGRAPH USE AGREEMENT

**Photographs to be used (list by file name):**

**Intended Use:**

Personal/Genealogical                      Non-Profit                      Commercial                      Educational

**Publication Format:**

Book/Magazine                      Periodical                      Website/Social Media  
Advertising                      Commercial Items                      Film/TV  
Display                      Personal Use                      Other

If other please specify:

**Brief description of project and intended use of the photographs:**

*Examples: -The photographs will be used in a biography of H.M. Peterson to be published.  
-The photo will be used in a calendar created by the historical society, proceeds will benefit local historical projects.*

**User (please print clearly)**

Name:    Organization (if applicable):  
Address:  
Phone:    Email:  
Signature:    Date:

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**NNRy Use Only**

Name/Title:  
Request Approved    Denied  
Signature:    Date:

NNRy Archives                      Phone: 775-289-2085  
1100 Avenue A                      Email: archive@nnry.com  
Ely NV, 89301                      nnryarchive.lunaimaging.com



## NEVADA NORTHERN RAILWAY PHOTOGRAPH USE FEE SCHEDULE

The following is the basis for fees to be collected for the use of photographs from the Nevada Northern Railway Foundation (NNRy) archive. Photographs may only be used in accordance to the Photograph Use Agreement and all Terms and Conditions. Prices listed below are subject to change without notice. Fees assume single to small batches of photographs, for large batches/projects prices may differ.

For uses other than those listed below, contact the archivist for a fee assessment.

Once a Photographic Use Agreement has been submitted and approved, an invoice will be issued. Scans or prints will be processed and delivered upon payment of the invoice.

Fee waivers may be issued for certain uses, organizations or projects at the discretion of the NNRy.

No fee will be assessed for sharing links to the NNRy Archive site or sharing through the site to social media.

### **Fees Per Photograph (delivered as a digital scan)**

|   |                         |
|---|-------------------------|
| Personal Use/Genealogical:                      | \$10                    |
| Publication in books/magazines/calendars, etc.: | \$15 (non-profit); \$20 |
| Publication on websites/social media:           | \$20 (non-profit); \$25 |

Fees for the following uses will be determined on a case by case basis depending on the desired use. Contact the archivist at [archive@nnry.com](mailto:archive@nnry.com) for more information.

Film/TV  
Advertising  
Display in businesses, museum exhibits, etc.  
Commercial Use of Photographs (merchandise, etc.)

For physical prints, the above fee will be assessed in addition to a charge for the printing and shipping of the photograph.