



License for Use of Reproductions & Application for Permission to Publish/Reproduce

Name of Applicant <i>Ken Hinshaw</i>	Organization or Agency (If Appropriate) <i>PG Heritage Historical Society</i>	
Address	City, State, ZIP	Telephone
E-mail Address <i>KenL@redshift.com</i>	Fax	
Intended Use of Material: <input type="checkbox"/> These materials are for personal research and will not be copied, reproduced, or publicly displayed. <input checked="" type="checkbox"/> These materials will be reproduced. (Please attach a description of the project, if available.)		
Author/Director/Producer: <i>Ken Hinshaw</i>		
Title or Description of Use <i>Inclusion in Heritage Society newsletter</i>		
Publisher		
Projected Date of Publication		
Format: <input type="checkbox"/> Book <input type="checkbox"/> Magazine <input type="checkbox"/> Film/Video Program <input type="checkbox"/> Advertisement <input type="checkbox"/> CD-ROM/Multimedia <input type="checkbox"/> School Project/Paper <input checked="" type="checkbox"/> Other: <i>Newsletter</i>		
Estimated Size of Edition (Number of Copies/Size of Market) <i>200</i>		

Description of Materials to be Used	
Item Number	Title or Description
<i>38.3-869-PB</i>	<i>Asst. Lighthouse keeper George Peterson & Viola Peterson</i>
<i>38.3-872-PB</i>	<i>Inside of observation area of Lookout located adjacent to the Lighthouse</i>
<i>38.3-874-PB</i>	<i>Far shot of light house with approx. 20 people standing at base of Tower</i>

See CONDITIONS OF USE on following pages. Signature and date required on page 6.



Conditions of Use

1. All requests to reproduce photographs from the Pacific Grove Museum of Natural History's (PGMNH) Tuttle Collection must be submitted on this application. The applicant agrees to abide by all terms, conditions, and provisions of this agreement.

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Any subsequent use (including subsequent editions, paperback editions, foreign language editions, etc.) constitutes reuse and must be applied for in writing to staff of PGMNH or other authorized representative of the PGMNH. Any change in use from that stated on the application (e.g., increased size of edition, change in market) requires permission of the same. An additional fee may be charged for reuse or change in use.

PGMNH may in the event of unauthorized reproduction require surrender of all materials containing such unauthorized reproductions, and the applicant agrees that such materials shall be immediately surrendered upon receipt of request from the PGMNH.

PGMNH reserves the right to refuse reproduction of its holdings if it feels fulfillment of that order would be in violation of copyright law or other law. PGMNH reserves the right to refuse reproduction of its holdings and to impose such conditions as it may deem advisable in its sole and absolute discretion in the best interests of PGMNH.

2. Images are to be reproduced from existing high-resolution scans of the original glass plate negatives. PGMNH will not allow reproduction from the negatives themselves. Qualified researchers wishing to inspect the negatives must obtain permission from the curator responsible for the material.
3. In addition to the permission of the PGMNH staff or its authorized representative, additional permissions may be required. Those permissions may include, but are not limited to:

Copyright: In cases of works subject to the 1976 Copyright Law or the 1991 Visual Artists Rights Act, written permission must be secured by the applicant from the artist, his/her agent, or the copyright owner and provided to PGMNH before a photograph of the artwork will be released.

WARNING CONCERNING COPYRIGHT RESTRICTIONS

The copyright law of the United States (Title 17, USC) governs the making of photocopies or other reproductions of copyrighted material. Under certain conditions specified in the law, archives and libraries are authorized to furnish a photocopy or reproduction. 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," that user may be liable for copyright infringement. This institution reserves the right to refuse a copying order if, in its judgment, fulfillment of the order would involve violation of copyright law.

Privacy: An individual depicted in a reproduction has privacy rights as outlined in Title 45 CFR Section 46 ("Protection of Human Subjects"). PGMNH reserves the right to require a release from individuals whose privacy may be violated by the publication of this image. In all instances, the applicant agrees to hold PGMNH and its agents harmless against any and all claims arising or resulting from the use of this image and shall PGMNH and its agents for any and all costs and damages arising or resulting from any such unauthorized use.

4. All reproductions must include the name *Pacific Grove Museum of Natural History* in a caption or credit. PGMNH may also require that the artist, the title of the work, and the item or collection number appear in the caption or credit as well. Credits should appear in close proximity to the image or in a special section devoted to credits.

However, reproductions distributed electronically must contain the credit or caption as part of the image, and a hypertext link to the Museum's web site must be in close proximity to the image. When permission is granted to disseminate reproductions electronically, PGMNH reserves the right to require an electronic watermark or other identifying code within the scanned file.

Payment of a reproduction fee does not exempt the user from the credit line requirement. Failure to include a credit line or electronic watermark, or inaccurate captions or credits shall require the applicant to pay \$100 per image as liquidated damages and not as a penalty in view of the difficulty of assessing actual damages for this breach.

5. Applicants may be granted permission to retain reproductions or other imagery supplied by PGMNH for personal or educational use. If such permission is granted (see Section 9 of this form), reproductions may not be copied, scanned, exhibited, resold, or used for any other purpose than that specified in this application. Copies shall not be deposited in another library, archives, or repository without the permission of PGMNH staff or other authorized representative of the PGMNH.
6. Unless approved in advance by Museum staff or other authorized representative of the PGMNH, each image MUST be reproduced unaltered and in its entirety; the image must not be cropped, overprinted, printed on color stock, or bleed off the page. PGMNH reserves the right to examine proofs and captions for accuracy and sensitivity prior to publication, with the right to revise if necessary. PGMNH reserves the right to refuse any request and to impose such conditions as they may deem advisable in the best interests of PGMNH. If permission is granted to distribute an electronic copy of an image, the distributed copy shall not exceed a display or print resolution of greater than VGA screen resolution (72 dots per inch or 640 x 480 pixels).
7. Payment of all fees is required. Default in payment shall immediately revoke permission. If payment is not received within 30 days, the applicant agrees to pay a reproduction fee equal to twice the originally quoted use fee. If the size of edition or number of editions exceeds the terms specified in this application, the applicant shall immediately pay the difference in use fees. If payment is not received within 30 days, the applicant shall be liable for twice the difference in fees.
8. The applicant agrees to send to the PGMNH, one copy, best edition, of the work containing the reproduction at no charge. All expenses for shipping and handling are to be borne by the applicant.
9. Additional conditions or exceptions to the above requirements:



One-Time Only Use Fee Schedule

In addition to charging for prints, PGMNH charges a use fee for the reproduction and publication of its holdings. This fee may be waived for projects that match the mission of PGMNH.

Academic Uses

There is no fee for academic uses, including dissertation, thesis, class presentation, publication in scholarly journal, or any academic publication that is not for sale. Textbooks and educational materials for classroom use are not considered scholarly use.

Book Publication

Press run of 5,000 or less	\$10.00 per image
Press run of more than 5,000	\$25.00 per image
Book cover	\$150.00 per image

Magazine Publication

Article or editorial illustration	\$25.00 per image
Magazine cover	\$125.00 per image

Newspaper Publication

Article illustration	\$10.00 per image
Full page illustration	\$30.00 per image

Print Advertisement (Newspaper & Magazine)

Half page or smaller	\$200.00 per image
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Corporate Publication

Internal circulation	\$20.00 per image
External publication	\$30.00 per image

Note: Internal publications include training manuals, internal memoranda, employee newsletters, etc.; External include annual reports, company histories, etc.

Commercial Decoration

Public spaces (restaurant, corporate lobby, banks, etc.)	\$50.00 per image
Private offices	No fee

Personal Use

Reference / Home Display	No fee
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CD-ROM

\$30.00 per image

Internet / Website

Less than one month	\$10.00 per image
Less than six months	\$25.00 per image
Six months or more	\$100.00 per image

Note: Fee for delivery of digital file, whether via e-mail or on CDR is \$12.00.

*No charge
MW.*

Miscellaneous Uses

Pamphlet or hand-out publication	\$20.00 per image
Posters for sale	\$500.00 per image
Posters for promotion	\$250.00 per image
Postcards	
Less than 500	\$50.00 per image
500-1000	\$250.00 per image
1000 +	\$500.00 per image
Calendars	
Less than 500	\$30.00 per image
500-1000	\$75.00 per image
1000 +	\$150.00 per image

Television / Video / DVD

Network or cable broadcast	\$50.00 per image
Local or public television broadcast	\$20.00 per image
Home video / DVD (for sale)	\$50.00 per image

Multimedia Productions

For a period of 10 years	\$250.00 per image
For a period of 5 years	\$150.00 per image

*Note: Permission for multimedia use allows for a more open-ended agreement for productions that will be released in more than one medium (e.g. broadcast, home video, CD-ROM), so that permission would not have to be obtained for each separate use. **Please note that book publication would have to be requested separately.** It also allows for ancillary uses such as promotion, award presentation. Permission can be given for uses that are anticipated within the specified time period but are not planned at the time of the request. Any subsequent uses developed within the permission period not included in the wording of the permission letter you receive from us would have to be requested separately. The permission period begins with the date indicated on this permission form.*

Non-Profit Uses

Non-profit use by non-profit organizations	\$5.00 per image
Commercial use by non-profit organizations	50% off use fees

Non-profit organizations requesting a reduced fee or a waiver of the fee must provide a Federal Tax Exempt Number with their request.

Special Service Fees

Orders taking more than 1/2 hour of staff time may include a service fee of \$32 per hour. Only large or unusual orders will incur this charge; you will be informed in advance if there is a chance you will be charged for service. PGMNH does not offer a general picture research service.

PGMNH will determine fees for uses not specified above.

ENDORSEMENTS:

By signing this application, I accept personally and on behalf of any organization I represent the conditions set forth above.

X Signed Ken Hinshaw Dated 12-12-08

When signed by an authorized agent of the Pacific Grove Museum of Natural History, this form constitutes permission for reproduction as outlined in this application.

X Signed [Signature] Dated 12/12/2008



Landscaping 2
Pico

License for Use of Reproductions & Application for Permission to Publish/Reproduce

Name of Applicant <i>Ken Hinshaw</i>		Organization or Agency (If Appropriate)	
Address		City, State, ZIP	Telephone
E-mail Address		Fax	
Intended Use of Material: <input checked="" type="checkbox"/> These materials are for personal research and will not be copied, reproduced, or publicly displayed. <input type="checkbox"/> These materials will be reproduced. (Please attach a description of the project, if available.)			
Author/Director/Producer			
Title or Description of Use <i>Lighthouse Landscape Design</i>			
Publisher			
Projected Date of Publication			
Format: <input type="checkbox"/> Book <input type="checkbox"/> Magazine <input type="checkbox"/> Film/Video Program <input type="checkbox"/> Advertisement <input type="checkbox"/> CD-ROM/Multimedia <input type="checkbox"/> School Project/Paper <input type="checkbox"/> Other:			
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Description of Materials to be Used	
Item Number	Title or Description
<i>834</i>	
<i>840</i>	
<i>841</i>	
<i>843</i>	
<i>845</i>	
<i>848</i>	
<i>868</i>	
<i>868a</i>	

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Scans must be returned at completion of the video project, and no copies are to be retained by applicant.



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ENDORSEMENTS:

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Signed _____ Dated _____

When signed by an authorized agent of the Pacific Grove Museum of Natural History, this form constitutes permission for reproduction as outlined in this application.

Signed  _____ Dated 4/2/13/09

PACIFIC GROVE MUSEUM OF NATURAL HISTORY

165 Forest Avenue, Pacific Grove, California 93950, (408) 648-3116

<input type="checkbox"/> Receipt	<input type="checkbox"/> Transfer To
<input checked="" type="checkbox"/> Loaned To	<input type="checkbox"/> Conservation
<input type="checkbox"/> Returned To	<input checked="" type="checkbox"/> Other Use of images

Name: Ken Hinshaw

Loan # 86

Address: _____

City/ZIP: _____

KENH@redshift.com

Telephone: (831) 375-0816

<u>Catalog Numbers</u>	<u>Items and/or Descriptions</u>	<u>Condition</u>	<u>Values</u>
Images 850	Images of lighthouse (Tuttle collection)	electronic format (+A file on CD)	
851			
859			
882			

Please acknowledge the Pacific Grove Museum of Natural History in all uses of these images

Loan to be returned by (date) N/A. If not specified, loan is for 3 months.)
Loan received in good order. I agree to comply with all conditions listed overleaf.

Signature of Borrower: Ken Hinshaw
Received or authorized by: [Signature]
Pacific Grove Museum of Natural History

Date: 9-18-08
Date: 9/18/2008

Original to be signed and returned to Pacific Grove Museum of Natural History immediately upon receipt.

PACIFIC GROVE MUSEUM OF NATURAL HISTORY

Hereafter referred to as the "Museum"

The items listed overleaf are subject to the following conditions:

1. Loans by the Museum are for the period noted on the face of this form.
2. The Museum reserves the right to recall loans prior to the loan termination date.
3. All artifacts shall be insured for the full value by the borrower against loss, damage or deterioration for the entire period of their absence from the Museum premises. Proof of insurance may be required.
4. Loans shall remain in the possession of the borrowing institution for the duration of the loan.
5. Artifacts may be photographed and reproduced for normal publicity and catalog purposes, or for condition reports. Special permission must be obtained in writing for all other photography, including the making of color negatives and transparencies.
6. Information used for catalogs, labels, or for any other purposes shall conform to the catalog data furnished by the Museum.
7. Each artifact shall be labeled during the time it is on exhibition: "On loan from the Pacific Grove Museum of Natural History", or a variation meaning the same.
8. Borrowed artifacts shall at all times be given special care:

They shall not be cleaned, repaired, retouched, altered in any way, be subjected to technical examination of any type whatever, nor may they be transported in damaged condition except with the express permission of the Museum. No identifying markings may be removed from any specimen or obscured in any manner. No new identifying markings may be placed on any artifact. All specimens are required to be displayed under glass and in locked cases. Temperature and humidity is to remain constant in these cases. Artifacts must be protected from ultraviolet rays.
9. Should loss, damage or deterioration occur, the Museum is to be informed immediately and in detail.
10. Transportation costs to and from the Museum shall be the responsibility of the borrowing institution.
11. Loan shipments must be accompanied by required documentation for legal transport and customs authorities.
12. When recording loaned objects in publication, credit should be given to the Pacific Grove Museum of Natural History and the use of the acronym PGMNH is recommended.
13. Authors are asked to send to the Museum at least one copy of any publication dealing with loaned objects.
14. Where the borrowing institution requires that its own forms be signed by a Museum representative, the terms and conditions listed above, along with any special conditions on the reverse, will prevail.