Westlaw Delivery Summary Report for HARRIS,BRITTANY

Your Search:  
(ST,VW(#FL) ST,VW(FE NA WW)) & (VW(AEI) & (VW(AE3)))

Date/Time of Request:  
Friday, July 26, 2013 19:45 Central

Client Identifier:  
BAHARRIS12

Database:  
FL-FORMFINDER

Citation Text:  
NICHOLS-LF § 157:7

Lines:  
46

Documents:  
1

Images:  
0

The material accompanying this summary is subject to copyright. Usage is governed by contract with Thomson Reuters, West and their affiliates.
§ 157:7. Drafting checklist—License to reproduce photograph

1. Parties.
   (a) Archive: name and address.
   (b) User: name and address.

2. Description of photograph.
   (a) General description.
      (1) Subject matter.
      (2) Persons depicted.
      (3) Event depicted.
   (b) Archive number.

3. Purpose of reproduction.
   (a) Book.
      (1) Subject matter.
      (2) General description.
      (3) Purpose of photograph in book.
   (b) Magazine article.
      (1) Name of magazine.
      (2) Description of subject matter.
   (c) Advertising or marketing.
(1) Type of advertising.

(2) Media.

(3) Number of uses.

(4) Markets in which used.

(5) Proposed dates for use.

(d) Trade show or exhibit.

   (1) Type.

   (2) Location.

(e) Other.

4. Grant of nonexclusive license by archive to user for stated purposes.

   (a) Grant includes right to use in publicity for the major use for which photograph is employed.

   (b) License does not include right to crop or alter photograph in any way except in size and to show in black and white if photograph is in color.

   (c) Right of user to extend use.

      (1) Notice to archive.

         (A) Details of additional use.

         (B) Additional payment.

      (2) Extension to be for similar usage for which license is granted.

   (d) Restrictions on use in stated countries because of copyright.

   (e) User is not to use photograph for any illegal purpose or for any purpose detrimental to the archive.

5. Payment.

   (a) Amount.

      (1) Payable upon delivery of photograph by archive.

   (b) Amount for additional use of photograph.

      (1) Payable upon notification by user of additional use.

6. Reproduction to be accompanied by credit.
(a) If photograph copyrighted, copyright credit with date.

(b) If not copyrighted, courtesy credit to archive.

(c) Location and size of credit in customary trade usage manner.

7. User to furnish two copies of usage to archive within 30 days after initial use.

(a) Photograph furnished for large reproductions not susceptible to copying.

8. Archive's representations.

(a) Right to grant license to user.

(b) Copy of photograph given user is accurate to best of archive's knowledge.

(c) Information given user concerning photograph, the persons shown, or the history and subject matter is not warranted, but is true to best of knowledge of archive.

9. User will indemnify and hold archive harmless from all loss to archive resulting from reproduction of photograph.

10. General.

(a) Entire agreement between parties.

(b) No amendment of agreement except in writing signed by parties.

(c) Notices to addresses of parties shown.

(1) Right to change address by notice to other party.

(d) No right of user to assign license to others.

11. Closing.

(a) Date.

(b) Signatures.

(c) Witnesses.


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END OF DOCUMENT