

**AGREEMENT WITH PALM SPRINGS HISTORICAL SOCIETY
REGARDING USE OF PHOTOGRAPHS AND IMAGES**

This Agreement is made between the Palm Springs Historical Society (the "Society") and

(the "Requestor").

Requestor seeks non-exclusive permission to use reproductions of certain photographs or other images (the "Photographs") owned and maintained by the Society. As consideration for such use of the Photographs, Requestor agrees to pay all applicable fees (billed separately) and be bound by the following terms and conditions:

1. **Purpose and Duration of Use.** Requestor shall use the Photographs/images solely for the following purpose or activity during the stated period:

2. **The Society grants permission for one-time use only and only for the express purpose and activity described above. Any subsequent use or change in use of the Photographs constitutes a new and separate activity, for which written application must be made to the Society and appropriate fees paid. Permission is limited to the applicant and is not transferable. Permission for use shall not be effective until all fees are paid.**

3. **The Society retains all rights to the Photographs including the exclusive right to grant others permission to reproduce photographs. Requestor may not reproduce or permit others to reproduce the Photographs.**

4. **Requestor assumes all responsibility and liability for claims arising from Requestor's use of the Photographs, including, without limitation, claims of copyright infringement or violation of privacy or publicity rights.**

5. **All reproductions of the Photographs must be credited as follows:
"Courtesy of Palm Springs Historical Society. All rights reserved."**

ACCEPTED AND AGREED:

Date: _____

Signature of Requestor: _____

Palm Springs Historical Society
221 South Palm Canyon Drive, Palm Springs, CA 92262
or P.O. Box 1498, Palm Springs, CA 92263
Tel: 760-323-8297 Fax: 760-320-2561 Email: pshistoricalsociety.org

