

WVAH-04
Form #4

Conditions For the Use of Moving Images Footage
West Virginia Archives and History

1. Permission is granted for the use of moving images footage from the West Virginia State Archives (WVSA) for a non-exclusive, one time, one edition, one language use only. Footage may not be altered without permission of the WVSA. The footage will not be used in other media or formats without the written permission of the WVSA and may be subject to additional fees. Further use of the footage must be applied for in writing prior to re-broadcast or re-exhibition. The applicant will not reproduce any still images from the footage for any use.
2. It is the applicant's responsibility to obtain all required releases from persons whose voices or likenesses appear in the footage or from their estates, and from the owners of any music contained in the footage. The applicant shall pay any fees and other payments required in connection with the releases and furnish the WVSA with copies of all such releases.
3. The applicant will indemnify, defend, and hold the WVSA and its officers, directors, agents, employees, representatives, and associates harmless from and against any and all costs, damages, liabilities, and expenses, including reasonable fees arising out of any claim whatsoever regarding use of the footage. At the request of the WVSA, the applicant will agree to defend any such claim at its own expense, which will include the obligations to pay residuals or any other amounts that may be due.
4. Copyrighted material will not be copied without the written permission of the copyright holder. Applicants assume all responsibility for questions of copyright and invasion of privacy that may possibly arise in the reproduction and in the use they make of the images reproduced.
5. Credit must be given as follows: "West Virginia State Archives." When a specific film or collection name is provided by the WVSA, that name must appear in the credit line.
6. A complimentary copy of the final production must be provided to the WVSA within thirty days of completion of project.
7. The applicant may not copy, duplicate, or otherwise use any footage except as provided in the "Intended Use" section of this agreement.
8. Footage shall not be donated to other archival institutions without the written permission of the WVSA.
9. The WVSA is and will remain the owner of the copyright of the footage. The applicant may not assign or sub-license to any third party the rights authorized in this agreement. No waiver of any of the terms of this agreement will be valid without the written permission of the WVSA.
10. The applicant must accept all charges in advance and payment may be required before rights will be granted to use the footage.
11. Any exceptions or additions to the above conditions must appear on, and be considered part of, the licensing agreement.
12. Failure to comply with the above conditions may result in prosecution and/or restricted use of the WVSA collections.