



**TERMS & CONDITIONS**

**For the Purchase and Reproduction of Images**

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Upon request, the user shall furnish NJAHHS, without charge, one copy of any publication, book, or reproduction edit in which a NJAHHS image appears.

Due to the sensitive nature of some of the images, NJAHHS must be assured that the proposed use and/or reproduction will result in a suitable and respectful representation of the original. NJAHHS is dedicated to the presentation and preservation of the history of Americans of Japanese ancestry; use of NJAHHS images must reflect an accurate portrayal of that history.

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You are solely responsible for determining whether your use of any image requires the consent of any third party or the license of any additional rights, and you should not rely solely on the information provided by NJAHS. If you are unsure whether additional rights are needed for your use, you are responsible for consulting with legal counsel.

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Permission for the reproduction of images is on a non-exclusive basis, for a geographical distribution limited to the territory in which permission is granted unless otherwise specified in the written Permission statement that you will receive. NJAHS reserves the right not to permit reproduction of an image for any reason whatsoever.

**Manipulation of an image is subject to restrictions. Advance written permission is required to crop or use a detail from an image. An accompanying caption or label must be provided indicating any alterations made to the image, including tinting or detailing.**

**The credit must read: “[Photographer’s name], National Japanese American Historical Society” and must accompany each reproduction of an image. Images reproduced electronically on the worldwide web must contain the credit line as part of the image.**

**IV. Indemnification / Limitation of Liability**

You agree to hold NJAHS and its directors, officers, employees and agents harmless from any and all claims and expenses arising from your use of an image. Under all circumstances, NJAHS’s liability with respect to any image is strictly limited to the usage fee paid to NJAHS by you in connection with such image.

**V. Payment Terms**

Permission will not be granted or images released until full payment of NJAHS’s usage fee is received. NJAHS will calculate a usage fee by relying in good faith on the information you provide.

**Prepayment of all reproduction costs, including use fees, is required before permission is granted for reproduction of images. Payment is non refundable. Default in payment will immediately revoke permission.**

**VI. Unauthorized Use of Images**

In the event that you utilize any image without, or prior to, the receipt of a written Permission statement from the NJAHS, or you utilize any image for any use other than that indicated on the written Permission statement, including but not limited to the number of uses, the publications utilized, or the size or reproduction, NJAHS may, without limiting any of its rights hereunder or at law, charge you a liquidated damages fee equal to four times the usage fee we would have charged for such use of the image.



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**VII. No Waiver, Complete Agreement**

The terms set for in this Agreement, together with the written Permission statement, represent our entire agreement concerning the delivery of images to you, your view and usage thereof. All prior understandings or representations, whether written or oral, based on "industry custom" or past dealings, are hereby merged in this Agreement. No terms or conditions may be added, removed, or modified unless made in writing and signed by both parties.

No action of NJAHS, other than an express written waiver, may be construed as a waiver of any part of this agreement, and no employee of NJAHS is authorized to waive it orally. In the even NJAHS waives any specific part of this Agreement, it does not mean it waives any other part.

**VIII. Governing Law & Jurisdiction**

Any action or proceeding seeking to interpret or enforce any provision of, or based on any right arising out of, this Agreement shall be brought against any of the parties exclusively in the courts of the State of California, the City of San Francisco and San Francisco County. Each of the parties hereto consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. The foregoing sentence is intended to be a waiver of the parties' rights to bring an action or proceeding arising out of or based on this Agreement in any other jurisdiction other than the courts set forth in the preceding sentence.

**IX. Electronic / Facsimile Signatures**

Electronic signatures (as specified on any relevant forms or statements) and facsimile signatures shall be treated as original signatures for all purposes under this Agreement.

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***By signing below, I have read and agree to abide by the National Japanese American Historical Society, Inc.'s above Terms & Conditions.***

**Signature** \_\_\_\_\_  
\_\_\_\_\_

**Date**

**Name** \_\_\_\_\_