



AGREEMENT FOR RELEASE AND AUTHORIZATION TO USE PHOTOGRAPHS

[], (hereafter referred to as “DONOR”) is the sole and absolute legal owner of the photographs (“Photographs”) more fully described in the Intake Form, attached as Exhibit “A” and incorporated herein. Donor represents that Donor has all copyrights to the Photographs along with full right and authority to enter this Agreement. Donor further represents that Donor has secured all rights to use of the Photographs from the photographer and any persons shown in the Photographs, and that Donor is authorized to transfer such rights to the City of Burbank (“City”) under this Agreement. Pursuant to this authority, Donor hereby grants to the City through the Burbank Public Library (“BPL”) all the rights stated herein to the Photographs.

1. Donor hereby grants to City full use of the Photographs, without reservation or restrictions of any kind or manner, including but not limited to use of the Photographs for reproduction, inclusion, access and use in BPL’s library collection in any manner City or BPL deems fit. Such use may include, but is not limited to the following:
 - (a) To make and distribute copies, in all formats and media, of the Photographs for purposes of preservation and creation of a usable archival copy and to permit others to make and distribute copies of the Photographs at City’s discretion and conditions;
 - (b) To publicly display the Photographs in exhibitions, catalogs, BPL publications or advertisements in all formats and media;
 - (c) To digitize the Photographs or use any technological substitute the City deems appropriate to preserve and provide access to the Photographs.
 - (d) To provide access and use, including Internet or other wireless or digital access to the Photographs; and
 - (e) To otherwise exploit the Photographs as City deems consistent with its missions and purposes.
2. Donor shall provide City with all information and documentation regarding the provenance of the Photographs, including but not limited to any information relating to intellectual property rights. Donor shall also provide City with a description of the Photographs, to be included in the Intake Form, which description may be used to publicly identify, catalog, and search the Photograph reproductions.
3. Unless specifically provided in this section, Donor will retain ownership over the physical Photographs as well as copyrights in the Photographs, subject to the rights granted herein.

[] By checking this box, Donor and City mutually agree that the Photographs contribute such unique historical, educational, or other value to the City such that in addition to all rights granted in this Agreement, Donor agrees to donate and transfer, and City agrees to accept ownership of the physical Photographs along with all copyright interests in the Photographs. By making this donation Donor understands and agrees that City may retain and store the Photographs in any manner that City deems fit. Donor also agrees that City, in its sole discretion, may choose to retain or destroy the Photographs at any time without obtaining Donor’s prior consent.

4. Donor understands and agrees that the Photographs may be used by City within BPL’s library collection for public access, in future exhibitions, in online web pages, publications, educational activities, and for other similar purposes, without providing notice and receiving consent from Donor. Donor also understands and agrees that proceeds generated by City’s use of the Photographs, including but not limited to proceeds generated from reproduction fees, if any, will be used to support City programs, including but not limited to BPL programs, books, furnishings, and other BPL-sponsored activities. In granting permission to use the Photographs, Donor hereby waives all claims to any fees, processing or otherwise, that may be collected by City in the reproduction, delivery and/or receipt of the Photographs.
5. Donor further understands and agrees that City’s use of the Photographs may be partially or wholly funded by a grant received from the California State Library, and as a result the reproduced Photographs may be accessible through the California State Library’s website in a manner to be determined by the California State Library.

6. Donor agrees that by executing this Agreement, City shall have the right in perpetuity to use, display, license and exploit the reproduced Photographs in connection with any commercial or non-commercial venture. Similarly, Donor shall have the right in perpetuity to use, display, license and exploit the Photographs in connection with any commercial or non-commercial venture.
7. Donor is aware that by granting the rights stated herein, reproductions of the Photographs will be made available for public use, and that individuals may use the reproduced Photographs for personal use under the "Fair Use" doctrine of the U.S. Copyright Law (Title 17, U.S. Code).
8. To the fullest extent permitted by law, Donor hereby waives against City and its officers, agents, employees and any and all of its respective successors in interest, any rights which Donor may have under California Civil Code sections 987 *et seq.*, the Federal Visual Rights Act, the U.S. Copyright Law, and all other similar laws.
9. Donor agrees to indemnify, defend and hold harmless the City and its officers, agents, employees and any and all of its successors in interest, from and against any losses, claims, liabilities, damages, expenses, awards, penalties or injuries incurred, including reasonable attorneys' fees, which may arise from any claim, action or proceeding brought by or on behalf of any person or entity asserting an ownership, copyright, privacy, or other property or personal right or interest in the Photographs.
10. City shall exercise reasonable efforts to perform the following actions, inadvertent omission of which is, however, not actionable but remediable by prospective performance:
 - (a) The Photograph reproductions will be organized by BPL and a bibliographic record and/or finding aid will be created to describe the content and arrangement;
 - (b) The Photograph reproductions will be available to researchers and members of the public after they have been arranged and described for use.
11. Notwithstanding any other provision in this Agreement, City, in its sole discretion, is hereby authorized to dispose of or otherwise choose not to utilize any of the reproduced Photographs.
12. Upon execution of this Agreement by Donor and acceptance by City, City shall immediately be entitled to the full and unrestricted use of the Photographs as described herein.
13. In the event that Donor may hereafter provide additional photographs to City for use consistent with this Agreement, such photographs shall be set forth in an Addendum to this Agreement and will be governed by the terms and conditions stated above. The Addendum shall include a description of the additional photographs, and will be signed by both the Donor and City.
14. Donor (check one) [] agrees [] does not agree to allow Donor's email address, _____, to be included with public displays of the reproduced Photographs so that individuals may contact Donor regarding the Photographs.

By signing this Agreement I hereby agree to all terms and conditions contained herein, and specifically authorize the City of Burbank to reproduce and use the Photographs in any manner City or BPL deems fit, including but not limited to uploading digital reproductions of the Photographs to the BPL online database.

Donor Signature: _____ Date: _____

Donor Name (Printed): _____

FOR DEPARTMENTAL USE ONLY

City of Burbank

Accepted By: _____

Title: _____

Date: _____

Exhibit A – Intake Form

[To be completed by Donor, using additional pages if necessary]

Name _____

Email/Phone _____

Signed Release Form on File?

1. Photographer: _____

2. Date/Year: _____

3. Address/Location: _____

4. Please describe the photo (people, events, etc.):