



Vintage Maine Images and Maine Historical Society Agreements

Purchase Agreement

1. Vintage Maine Images (VMI) offers two options for obtaining copies of images: (1) reproduction prints and digital files may be purchased for personal use; and (2) digital files may be licensed for publication. Delivery, use and policy differ for each option. Please see below for details.
2. By submitting an order to VMI, you agree, on behalf of yourself individually and on behalf of the institution for which the image is being purchased or licensed, to the following terms and conditions. By submitting an order for use of an image by an organization, you are representing that you are authorized to enter into this Agreement on behalf of the institution. **THIS AGREEMENT PLACES LEGALLY BINDING LIMITS ON HOW YOU MAY USE THE IMAGE, PLEASE READ THEM CAREFULLY BEFORE SUBMITTING AN ORDER.**
3. Copy prints or digital files may be obtained through the cart and checkout function. A credit card is required to complete these transactions, and you must state your intended use before the order will be processed. Anyone submitting an order must be 18 years of age or older.
4. It may take up to six weeks to process your order and ship it via U.S.P.S.
5. If you purchase a copy print, upon receipt of payment in full, you will be entitled to possession of a single print copy only. The purchase of a copy print does not carry with it the right to publish or to make a reproduction in any format or medium. Only electronic copies are available for publication.
6. All orders require that you state your intended use prior to completion of your order. Your use of the image is restricted to the purposes specified in your order and the other conditions set forth below. Please contact us if you have any questions.
7. If you license a digital file, upon receipt of payment in full, you will be granted a non-exclusive, one-time license to use the image in a single publication in one medium only, with no other rights. Please see the "USE" section of this Agreement, below.
8. **THE IMAGES ARE PROVIDED "AS IS." MAINE HISTORICAL SOCIETY, VMI, AND THE CONTRIBUTING PARTNERS MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY IMAGE. MAINE HISTORICAL SOCIETY AND THE CONTRIBUTING PARTNERS SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS.**
9. All sales are final. Neither prints nor digital image files may be returned for refund or credit.
10. If your order is defective or damaged please email us at info@vintagemaineimages.com.

11. Please contact the Contributing Partner if you need additional information about the image you plan to obtain. Information regarding the organization that contributed the document may be found with the cataloging information for each image.

Use Agreement

1. Copy Prints are intended for personal use only, such as for framing and displaying on a wall. Copy Prints may not be reproduced or distributed in any form. If you want to use an image for commercial uses, publication, or any use other than personal use, you must purchase and license a digital file.
2. The purchase form must be agreed to before any license or other permission to publish is granted. Maine Historical Society and the Contributing Partners reserve the right to grant or deny any license or other permission to publish, in their sole discretion. It is your responsibility to read the purchase and use policies prior to making a purchase or license.
3. Licensing fees (or Use Fees) will be calculated before the Purchasing and Use Agreement is agreed to. The Purchase Form indicates your acceptance of all the terms and conditions of the Agreement, and must be completed before your order is submitted.
4. **ALL RIGHTS NOT SPECIFICALLY GRANTED ARE RESERVED.**
Notwithstanding your purchase of a copy print or license of an electronic file, the Contributing Partner retains the copyrights to the image. Your use of the image other than as expressly set forth in this Agreement is prohibited and may constitute copyright infringement.
5. The license is valid only for the individual, company, or institution to who it is specifically issued and may not be transferred, assigned, sold, or otherwise distributed without written permission of the Contributing Partner. You may not: sublicense, re-license, rent or lease any of the images; copy or publish any of the images to a network or bulletin board, or otherwise distribute or allow any of the images to be distributed to or used by anyone other than the authorized users, without prior consent from Maine Historical Society and the Contributing Partner.
6. The license is limited to the use and media as indicated by the applicant only, and excludes all other uses. You will have no right to reproduce the image or to publish it in any other format or medium either now known or to be invented. Any subsequent and/or additional use and reuse, in any form or media, requires that you obtain a new license to use the digital file.
7. Responsibility for observance of copyright and other publication rights, including literary rights, as defined by the Copyright Act of 1976, rests with you and not with Maine Historical Society or the Contributing Partner. You agree to indemnify, defend, and hold harmless Maine Historical Society, the Contributing Partner, and their respective officers, directors, employees and agents, against any and all claims by third parties arising from or relating to the use of the image.
8. A credit line referencing the Contributing Partner must appear directly beneath the image published or reproduced. Or, for video and television, such credit must

- appear in the section devoted to acknowledgements. The proper citation for each image may be found on the full view page with the cataloging record. If you have questions regarding proper credit, contact the Contributing Partner.
9. Nothing may be superimposed over any image, and the images or parts of an image may not be altered in any way. This includes adding color to a black & white image or adding to or removing from the content of a photo. If a photo, graphic, or museum object is cropped in any way, the caption must include the word "detail".
 10. You agree to provide a copy of the publication in which the image appears to each of Maine Historical Society and the Contributing Partner. If the material is for web use, a link to the Contributing Partner or its address shall appear in the appropriate part of the website.
 11. Each Contributing Partner, and Maine Historical Society, reserve the right to use the image and to license its use to others without limitation.
 12. Images may be published on a website at 72 dpi only. Credit must appear with the image.
 13. Each license is granted for a one-time use in a single media. All other terms of this Agreement apply.
 14. Any exceptions or additions to this Agreement must be requested in writing (e-mail is acceptable) and be approved by Contributing Partner and Maine Historical Society in writing prior to publication or use. Addresses for each Contributing Partner can be found with the cataloging info of each item they have contributed.
 15. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of the party against whom enforcement of the modification is sought. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, representatives and assigns.
 16. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.
 17. This Agreement shall be governed by the laws in effect in the State of Maine, regardless of conflicts-of-laws principles. You hereby consent to the exclusive jurisdiction of the courts of the State of Maine and the federal courts situated in the State of Maine, in connection with any action arising out of or relating to this Agreement or your use of any copy print purchased or any digital file licensed from VMI.
 18. The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of such party's right to assert or rely upon any such provision or right in that or any other instance.
 19. This Agreement is the complete and exclusive statement of the agreement between the parties and supersedes any other proposal, representation or other communication by or on behalf of either party relating to the subject matter hereof.

20. You acknowledge that, in the event of a breach of any of the foregoing provisions, Maine Historical Society and the Contributing Partner will not have an adequate remedy in money or damages. They shall, therefore, be entitled to obtain an injunction against such breach or anticipated breach from any court of competent jurisdiction immediately upon request. The right to obtain injunctive relief shall not limit their right to seek any other remedies.
21. Maine Historical Society, VMI, and the Contributing Partner reserve the right to deny use of its collections to any party or parties for any reason, at any time.

Security and Privacy

1. We collect billing, shipping and other necessary information when a user purchases a copy print or licenses a digital file from Vintage Maine Images. Required fields have been marked and must be completed before the order will be processed. Personal information will be saved to expedite your future transactions. Credit card information will not be saved, and is always encrypted for security.
2. If a user purchases a copy print, digital file, and/or licenses a digital file from VMI, the information provided, with the exception of credit card information, will be shared with the Contributing Partner that posted the image. While we require Contributing Partners to enter into a non-disclosure agreement that maintains a privacy policy, Maine Historical Society takes no responsibility for how the information is used or stored by the Contributing Partners.
3. We use the latest encryption technology to help ensure that your information is kept safe while in transit. The secure icon in the lower left hand corner of your browser will indicate a secure connection. This happens on your personal profile page and in the checkout process. Even we do not have access to your credit card numbers that you enter on the site. Only you can modify this information and read it with your secure login.