



Photo/Video Usage Guidelines & Permission Form

Photos/videos in possession of the Owatonna Area Chamber of Commerce and Tourism (OACCT) are copyrighted by the OACCT or we were granted permission from a third party vendor. **Photos/videos may not be used to suggest endorsement by the Owatonna Area Chamber of Commerce and Tourism for a product or service.**

Photos/videos subject to OACCT copyright include, but are not limited to, those displayed on owatonna.org, visitowatonna.org, voiceforowatonna.org and Owatonnadevelopment.com. As well as, the OACCT and Advocacy Flickr accounts, Facebook (personnel profiles and affiliated pages), OACCT and Advocacy Blogs, The OACCT YouTube channel. Photo/video copyright also includes photo/video stock from Chamber database.

Permission to use the photographs or videos is granted for the following limited uses:

1. Photos may be printed from a web browser or from stock database for personal, non-commercial uses.
2. Photos/videos may be downloaded/copied electronically from a web browser for personal, non-commercial uses, with the following limitations:
 - Photos/videos may not be altered in any way, including resizing or cropping.
 - Photos/videos cannot be posted on the Internet on personal, commercial, or other sites, without explicit permission from the OACCT.
 - Photo/video credits must be provided. Credit should be given as follows: "Used by permission from the Owatonna Area Chamber of Commerce and Tourism."

Photos or videos may not be sold or used in any way for profit or commercial purposes, including use in commercial or professional websites or printed materials unless granted permission from the OACCT.

Requests for alternate formats or additional uses/rights should be sent to the OACCT. The OACCT reserves the right to deny such requests at its discretion.

Some requests may be subject to a fee.

All requests for photo or video usage should fill out a request form (see below).

**Agreement for the Use of Prints/Photographs and Videos From
The Owatonna Area Chamber of Commerce and Tourism, Owatonna, MN**

Describe fully in the space below the intended use of the referenced image(s) or video(s) such as publication, video, exhibition, or personal research. If for publication, list the author, title, publisher, and date.

CONDITIONS OF USE

The Applicant Agrees:

- (1) To use the image(s) or video(s) **only once** and only for the purpose or project stated above. Later or different use constitutes reuse and is prohibited. Subsequent requests for permission to reuse images must be made in writing. A reuse fee may apply.
- (2) To give proper credit for the image(s) or video(s). Unless otherwise stated on the photographic copy, the credit line should read: **Owatonna Area Chamber of Commerce and Tourism**. When the name of the photographer or collection is supplied, this should also be included in the credit. The placement of credit should be as follows:
 - (A) Printed material - Preferably the credit line should appear on the same page as the printed copy of the image and immediately adjacent to it. The credit may appear elsewhere in the publication if done in such a way that readers can quickly match individual images with their respective credit.
 - (B) Films, filmstrips, video, or electronic media - The credit line should appear on the film, filmstrip, video, or electronic media where other sources are listed. If manuals accompany films or filmstrips, the credit should appear where the subject of the illustration is discussed in the text.
 - (C) Public exhibitions - The credit should appear within the exhibit area.
- (3) To assume all responsibility for questions of copyright and invasion of privacy that may arise in the copying and in the use of the image(s) or video(s), and to assume responsibility for obtaining all necessary permissions pertaining to use.
- (4) To defend and indemnify and save and hold harmless the Owatonna Area Chamber of Commerce and Tourism, its Photographic Archives/ Database, its employees and designates, and the donors and former owners of Photographic Archives/ Database collections, from any and all costs, expense, damage and liability arising because of any claim whatsoever which may be presented by anyone for loss or damage or other relief occasioned or caused by the release of images to the undersigned applicant and their use in any manner, including inspection, publication, reproduction, duplication or printing by anyone for any purpose whatsoever.
- (5) To supply the Owatonna Area Chamber of Commerce and Tourism with one complimentary copy of any printed or published work in which one or more images appear or there is a use of a video.
- (6) Not to permit others to reproduce the image(s) or video(s); to destroy any digitized copies of images and videos following their use.
- (7) Not to place images or videos on the Internet (unless granted permission).
- (8) That the OACCT in no way surrenders its own right to publish or otherwise use the image or video, or to grant permission for others to do so. That the OACCT reserves the right to make exceptions or additions to the conditions stated herein.

THE APPLICANT HEREBY AGREES WITH AND ACCEPTS THE ABOVE-STATED CONDITIONS.

Applicant's Signature: _____ Name Printed: _____
 Address _____ Email Address _____
 Telephone Number _____ Date _____

AUTHORIZATION FOR USE

To the extent that it has legal authority to do so, the Owatonna Area Chamber of Commerce and Tourism hereby gives its consent for the release of the image(s) or video(s) referenced to the applicant under the conditions and for the purpose described herein. This consent does not imply that the Owatonna Area Chamber of Commerce and Tourism controls the copyright to the image(s)/ video(s) or that the applicant should not secure other authorizations prior to use.

 For the OACCT

 Date