

# Reproduction Policy

Cape Fear Museum of History and Science  
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www.capefearmuseum.com



**Cape Fear Museum is committed to preserving its collection of Lower Cape Fear history, science, and cultures.**

## I. Availability of the Collection

- A. Individuals are allowed to examine copies of CFM's original images. Copies are maintained in CFM's library and can be accessed by appointment. Three-dimensional objects may be made available for viewing by appointment, pending object condition.
- B. Exceptions to the above may be made if a written request to examine *original* images is made to the curator. If permission is granted, the individual will arrange an appointment with a CFM representative to examine the original images under conditions established by CFM.
- C. Individuals will perform their own research. With appropriate notice, CFM can provide a list of holdings related to the requested topic.
- D. See *Collections Services* document for list of fees.

## II. Reproduction Restrictions

- A. All individuals and/or entities requesting reproductions of CFM's collections for the purpose of publication, broadcast and/or exhibition are *required* to sign a *Use Contract*.
- B. CFM does not print images from original negatives.
- C. CFM reserves the right to restrict the reproduction of any image or object held in its collections.

## III. Legal Ownership of Copyright

- A. CFM attempts to hold copyright and literary rights for its collection, but it makes no representations or warranties and assumes no responsibility whatsoever for any claims against an applicant. All users of CFM's photographic services must agree to indemnify and hold CFM harmless against any and all such claims.

## IV. Reproduction and Use Fees

- A. Upon receipt of a signed contract and full payment, orders require a two-week processing time.
- B. See *Collections Services* document for list of fees.
- C. Reproduction fee is nonrefundable.
- D. CFM does not print images for approval.
- E. The reproduction fee does NOT include the Use Fee.

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## V. Use Contract

- A. An executed *Use Contract* is required for all commercial use of CFM collections.
- B. CFM will accept a signed emailed or faxed copy of the *Use Contract* to begin the consideration process. However, the order will not be completed until CFM is in receipt of the fees.
- C. All *Use Contracts* have the following restrictions:
  - 1. Nonexclusive license is for a **single edition** or production.
  - 2. Website use is granted for a twelve-month time period and is renewable upon execution of a new *Use Contract* and payment of additional use fees.
  - 3. CFM requires its credit line to appear next to the image.
  - 4. Website addresses where image(s) are located must be provided to CFM.
- D. Licensee understands that any use by Licensee is at Licensee's own risk and Licensee agrees to indemnify, defend and hold CFM, its affiliates, officers and agents harmless against all claims, liabilities, damages, costs and expenses, including attorneys' fees, arising out of or in connection with the use.
- E. An organization or individual using image(s) from CFM's collections agrees to provide a free copy of said publication/broadcast for inclusion in the Museum's Research Library.

Copy should be sent to:

Registrar  
Cape Fear Museum  
814 Market Street  
Wilmington, NC 28401-4731