

Cherokee County Historical Society

Collection Policy

Adapted from the Georgia Historical Society policies

Statement of Purpose: The mission of the Cherokee County Historical Society (CCHS) is to collect, preserve, and share the history of Cherokee County, Georgia. Among the most significant ways in which the Society fulfills this mission is by collecting, receiving, preserving, and providing access to primary and secondary sources in accordance with the mission statement of CCHS; maintaining an archives storage area for the preservation of its collection; and by creating and maintaining a research office for the use of its members and the general public.

Definition of materials: those materials acquired, maintained and stored in CCHS facilities for the purpose of preserving history of Cherokee County. Materials include, but are not limited to, books, newspapers, magazines, audio and video recordings, computer software, photographs, and other realia and artifacts that contribute to preserving Cherokee County history.

Criteria for selection: Selection of materials by a process of competent evaluation is the responsibility of qualified board members and/or the executive director of the CCHS. The board shall consider the following before making a purchase or accepting a donation:

- Philosophy of the CCHS
- Objectives of the CCHS
- Existing collection
- Budget priorities.

Disposition of gifts: The acceptance of materials as gifts to the CCHS shall be subject to the review and decisions of the board and the executive director. Gifts must contribute to the furtherance of the objectives of the CCHS and be subject to the same evaluation criteria as those used for purchasing materials. The executive director will issue a Deed of Gift to the donor to release the ownership of the materials from the donor to the CCHS and will keep records of the disposition of gifts on file.

Acceptance of materials provided by business and commercial concerns: The material shall contain no advertising except the name of the contributing company. The material must provide information related to the preservation of the history of Cherokee County. The intent of the contribution of the material must be judged to be of a community service nature and not a matter of commercialism. The content of the material must not contain any commercial promotion of a business or a product.

Accounting procedures: A bi-annual inventory of all of the archives collection including media and equipment shall be taken. Materials no longer deemed relevant to the objectives of CCHS shall be discarded or withdrawn.

Accessibility of facilities and resources: The CCHS office housing historic materials shall be available for patron use throughout each day during office hours, to the extent staff are available.

Organization of materials: Organization of materials shall be based on nationally recognized systems (Library of Congress). Materials shall be organized so as to provide accurate circulation, maintenance, and inventory records.

Rules and Regulations for the Library and Archives

The following procedures are designed to ensure that all patrons and visitors are able to use the Library's resources and services effectively and to ensure an orderly and pleasant research environment. They are also important to ensure the security of the staff, patrons, and materials at the Cherokee County Historical Society. Your cooperation in adhering to these stipulations and verbal instructions from the staff is required and appreciated.

An individual's failure to comply with the rules can result in a number of measures up to and including revocation of visitation and usage privileges indefinitely.

Behavior that interferes with Library services and activities is prohibited. This includes, but is not limited to:

- Disorderly or disruptive conduct
- Obscene, profane, offensive or abusive language or acts
- Possession or use of alcohol or illegal drugs; intoxication
- Mutilation, defacement, or theft of library property
- Use of furniture, library equipment, and/or facilities in a manner for which they were not intended or designed (see internet access and computer use policies and procedures for additional information)
- Harassing or threatening others
- Selling, soliciting, or mass distribution of materials
- Smoking, eating, or drinking
- Sleeping
- Loitering
- Violation of rules concerning use of library materials

Interference with employees in the performance of their duties is prohibited. This includes engaging in inappropriate conversations or behaviors, sexual advances, or physical or verbal intimidation or harassment.

Patrons are expected to comply with the following CCHS office rules:

- All patrons are required to sign in.
- All personal materials including purses, briefcases, bags, knapsacks, cameras, etc. must be turned over to the staff to be placed in a secure area (and may be subject to inspection). Staff approval of personal materials essential to research activities must be granted before research begins.
- All Library and Archival materials must remain in the CCHS office.
- Notes may be taken only with pencil, audio recorder, or personal computer.
- Pens, highlighters, etc. are strictly forbidden.
- No marks may be made on materials, no notes written on top of materials, no tracing, and no books or other objects may be placed on materials.

- Minors must be accompanied by a parent or guardian. Loud or disruptive children and adults with them may be asked to leave.
- Materials will not be retrieved from the archives after 4:15 p.m. and must be returned to Staff by 4:45 p.m.
- Staff reserves the right to examine research materials, personal notes, etc. at any time.
- Patrons must wear white gloves provided by CCHS staff when viewing photographs, original documents and artifacts.
- Existing arrangement of unbound materials must be preserved at all times. Advise staff of any materials you believe to be out of order but do not change the order.
- Only one folder may be removed from a box at a time; however, relinquishing a folder to reference staff may permit removal of another folder.
- Ability to copy materials is pursuant to staff assessment of condition.
- Patrons must use photocopy request slips to request copies.
- Large photocopy orders require pre-payment and will be filled as time permits.
- Patrons must not remove items from folders for copying
- Photocopies are not made after 4:45 p.m.
- Large documents cannot be photocopied; see staff for reproduction services available.

Patrons will keep the volume of their conversations as low as practical while in the CCHS offices.

Patrons will use earphones with all audio/video and computer equipment with sound.

Patrons will use personal telephones only in elevator hallway or outside. Ringers on pagers or cell phones must be muted in the CCHS offices.

Patrons must wear appropriate attire at all times.

Animals (other than those required for personal assistance) are not permitted in the offices.

Any violation of federal, state or local laws, ordinances or regulations will be prosecuted to the fullest extent by law.

Image Reproduction Procedures and Fees

All scanning of material from the collection of the Cherokee County Historical Society is completed by CCHS staff. Eligibility for item scanning is based upon the condition and size (up to 11X17 inches) of the item. Images can be saved in TIF or JPG formats. Resolution range is between 72 and 2000 ppi. If no format or resolution is specified, images will be saved in TIF/IBM and scanned at 300 ppi. Cost includes either a printed photo or a CD containing the digital image(s).

<u>Digitization Fees/Discounts</u>	<u>CCHS Members</u>	<u>CCHS Non-members</u>
Standard Resolution	\$5	\$10
High resolution fee per image (greater than 300 dpi)	\$10	\$15

Excess Image Discount - for scan requests in excess of 6 or more images, a 10% discount will apply to your order.

PRE-PAYMENT IS REQUIRED FOR ORDERS TO BE PROCESSED.

Shipping Charges: If items are not picked up at CCHS office, applicable shipping charges will be added to order.

Turn-Around Time: Allow 7-14 working days for each order. Orders in excess of 15 scans may require additional turn-around time.

THE PURCHASE OF SCANNED IMAGES DOES NOT CONSTITUTE PERMISSION TO PUBLISH; PERMISSION MUST BE OBTAINED IN WRITING.

Cherokee County Historical Society
Condition Agreement for Image Reproductions for Personal Use

User understands CCHS reserves the right to refuse to: copy any item that may be damaged by the reproduction process; copy items that are restricted by copyright; limit the number of photographic copies, photocopies or scans; and charge different fees than those currently published by CCHS.

User agrees that all reproductions of the Materials from the CCHS collection can only be obtained from CCHS. User agrees that reproductions taken from printed or electronic items not supplied directly by CCHS are strictly prohibited.

User agrees to use the Materials only once.

User will not use or authorize others to use the Materials for any purpose whatsoever including all forms of publications, media, or exhibits.

User hereby agrees to indemnify, defend and hold harmless CCHS and its employees from and against all liability, whether legal or otherwise, including costs and expenses arising from use of the Materials, whether based on violation of rights of ownership, infringement of copyright or trademark, or invasion of the rights of privacy, law of libel or any other claim.

User has read and agreed to this *Cherokee County Historical Society Condition Agreement for Image Reproductions for Personal Use*.

User's Signature: _____ Date: _____

User's Name (Print): _____

Address: _____

Telephone: _____ E-mail: _____

The copyright law of the United States (Title 17, United States Code) governs the making of photocopies or other reproductions of copyrighted material. Under certain conditions specified by law, libraries and archives are authorized to furnish a photocopy or other reproduction. One of these specified conditions is that the photocopy or reproduction is not to be used "for any purpose other than private study, scholarship or research." If a User makes a request for, or later uses, a photocopy or reproduction for purposes in excess of "fair use," that User may be liable for copyright infringement.

VISUAL MATERIALS USE FEES for COMMERCIAL OR NON-PROFIT USE

Use in any public medium of CCHS visual materials requires written permission from CCHS. A fee will be charged for each image used. These fees are separate from, and in addition to, image reproduction charges. Fees for orders using multiple images *may* be negotiable. Prior to the use of our materials, a completed *Permission Application* must be received by the Executive Director. Upon review, a *Letter of Permission to Publish* will be issued by CCHS, granting specific rights. All responsibility for questions of copyright is assumed by the user. A copy of any publication, video, or computer software using images from the CCHS collections must be donated to CCHS. *All fees are subject to change.* A credit line with each image should read: *Courtesy of the Cherokee County Historical Society*, plus the collection number.

Out of State status is determined by the location of the transacting person/organization. The location of third parties in Georgia does not validate the usage of in state prices.

Print Media/Editorial (includes textbooks)	In Georgia
Out-of-state	
Commercial Use (black & white)	
\$50	Circulation: 2,999 or less \$40
\$75	3,000 to 7,499 \$50
\$300	7,500 to 29,999 \$150
\$600	30,000 to 99,999 \$300
Requires negotiation	100,000 or more
\$200	Cover jacket surcharge \$100
\$50	Color surcharge \$25

Non-profit Use (copy of exempt certificate required) Non-profit organizations receive a rate of 15% off the commercial use rates above.

Other Commercial/Non-profit Use (requires written request)

Commercial Advertising/Merchandising
Requires negotiation

Commercial Business display or exhibit
Requires negotiation

Non-profit Advertising/Merchandising
Requires negotiation

Non-profit Business display or exhibit
Requires negotiation

Television (15% discount for non-profits)

Local markets, one-time use	\$50
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	\$75	
Local markets, with repeats	\$150	\$100
Network/syndication/pay/cable, one time use	\$300	\$200
Network/syndication/pay/cable, with repeats	\$600	\$400
Video (15% discount for non-profits)		
Sales/rentals (regardless of format)	\$200	\$100
Computer Software/CD-ROM (15% discount for non-profits)		
CD-ROM only media (see above)		Same fees as print
CD-ROM with multiple formats fees above		Add 50% to print media
World Wide Web		
Commercial	\$600	\$400
Non-profit	\$300	\$150
Other uses		
Student (student ID required) See staff		See staff
Print news media	\$50	No fee

FEES ARE PER IMAGE, ONE TIME USE ONLY and permissions are issued for the life of the project unless otherwise noted.

Worldwide Rights.

Failure to comply with these conditions, copyright restrictions, and proper image credit will result in legal penalties, including fines starting at \$1,000.

Cherokee County Historical Society Condition Agreement for Image Reproductions For Commercial and Non-Profit Use

The Cherokee County Historical Society (“CCHS”) is delighted to share its collections with the public by offering reproduction services. All requests for reproductions must be submitted in writing. Once the Condition Agreement is signed, a Permission to Publish will be issued describing the CCHS materials (the “Materials”) User is entitled to publish. User agrees that only the Materials described in the Permission to Publish are covered by this Condition Agreement . By signing this Condition Agreement , User agrees to the following terms regarding the Materials:

User understands CCHS reserves the right to refuse to: copy any item that may be damaged by the reproduction process; copy items that are restricted by copyright; limit the number of photographic copies, photocopies or scans; and charge different fees than those currently published by CCHS.

User agrees that all reproductions of the Materials from the CCHS collection can only be obtained from CCHS.

User agrees that reproductions taken from printed or electronic items not supplied directly by CCHS are strictly prohibited.

User agrees to use the Materials only once. Permission to use the Materials under the Permission to Publish is issued for the life of a project or program.

User agrees that any use of the Materials not covered by the Permission to Publish is a violation of CCHS’s copyright under 17 U.S.C. § 101 et seq.

User agrees that a second use of the Materials in any one project or program is not permitted under the Permission to Publish or this Condition Agreement .

User agrees that using the Materials in more than one media (whether book, periodical, dust jacket or cover, broadcast video, VHS home video, DVD, CD-ROM, E-book, or website or any other form of medium) is not permitted unless specifically stated in the Permission to Publish.

User agrees that use of the Materials in any subsequent editions and/or different languages is not permitted under this Condition Agreement .

User agrees to the following guidelines for credit regarding the Materials:

Printed materials: credit line should be easily accessible

Films, broadcast or video productions: include the credit within the Credits or Sources of Illustrations section of production; credit must be legible and prominent

Exhibitions: credit should appear in the exhibition area, preferably directly below or adjacent to the original copy

Website: the credit must be placed adjacent to the image along with a link to the CCHS website, www.rockbarn.org.

User agrees that the accompanying credit caption or label should indicate any and all changes or alterations that have been made to the original copy.

User agrees that Materials posted on the Internet will be no larger than 72 dpi and 600 x 400 pixels.

User understands that CCHS reserves the right to request the removal of its Materials from any website.

User will not use or authorize others to use the Materials for any purpose whatsoever, including all forms of publications, media, or exhibits, except as specifically provided in the Permission to Publish.

User agrees to use any Materials without alteration through conventional or electronic means beyond standard cropping and resizing.

User agrees to obtain written permission from CCHS's Executive Director for any other alteration of the Materials.

User agrees to supply the following credit line when reproducing Materials: Courtesy of the Cherokee County Historical Society.

User agrees that all reproductions must be captioned with appropriate collection numbers.

User agrees to pay the assessed permission/use fees for the use of any Materials.

User hereby agrees to indemnify, defend and hold harmless CCHS and its employees from and against all liability, whether legal or otherwise, including costs and expenses arising from use of the Materials, whether based on violation of rights of ownership, infringement of copyright or trademark, or invasion of the rights of privacy, law of libel or any other claim.

User has read and agreed to this Cherokee County Historical Society Condition Agreement for Image Reproductions for Commercial and Non-Profit Use.

User's Signature:

Date: _____

User's Name (please print):

Notice Concerning Copyright Restrictions

The copyright law of the United States (Title 17, United States Code) governs the making of photocopies or other reproductions of copyrighted material. Under certain conditions specified by law, libraries and archives are authorized to furnish a photocopy or other reproduction. One of these specified conditions is that the photocopy or reproduction is not to be used "for any purpose other than private study, scholarship or research." If a User makes a request for, or later uses, a photocopy or reproduction for purposes in excess of "fair use," that User may be liable for copyright infringement. The copyright status of photographs and audiovisual material is often difficult to determine, because it is affected by criteria such as the photographer's employment status (i.e. work for hire), the date material was created, the date material was first published, and information associated with its first publication. It is the responsibility of the User to verify copyright status. Downloading an image from our website or any other website containing one of our images does not transfer copyright or property rights and does not constitute permission to publish or display in excess of fair use. This institution reserves the right to refuse to accept a copying order if, in its judgment, fulfillment of the order would involve a violation of copyright law.

Failure to comply with these conditions, copyright restrictions, and proper image credit will result in legal penalties, including fines starting at \$1,000.

Permission Application/Permission to Publish

Possessing reproductions of Cherokee County Historical Society materials does not constitute permission to publish. Prepayment of all applicable fees is required before permission is granted. If permission is refused, the applicable fee(s) will be refunded. However, **no** refunds are made for images deleted after permission has been approved.

The Cherokee County Historical Society reserves the right to refuse permission if it feels fulfillment of that request would be in violation of copyright law or other law. It also reserves the right to refuse permission and to impose such conditions as it may deem advisable in its sole and absolute discretion to be in the best interests of the Cherokee County Historical Society.

Applicant Information:

Name: _____ Title: _____
Company: _____ Email address: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Publisher/Production Company Information:

Company: _____

Address: _____

City: _____

Contact Person: _____ Email address: _____

Phone: _____ Fax: _____

Non-Profit: Yes (please provide photocopy of certificate) No

Project Information:

Name/Title of project: _____

Author/Editor/Director/Etc.: _____

Estimated date of publication: _____

Distribution Information: Reprint/reuse

Print Media: Software/Internet:

Black & White CD-ROM only

Color CD-ROM with multiple formats

Cover World Wide Web

Print run for first edition: _____

Film/Video: Other:

- Local markets, one-time use Commercial advertising/merchandising
- Local markets, with repeats Commercial business display or exhibit
- Network/syndication/cable, one-time use Non-profit advertising/merchandising
- Network/syndication/cable, with repeats Non-profit business display or exhibit
- Video sales (regardless of format) Student
- Print news media

Item List:

Citation Description	Distribution	Media	Fee
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Total Usage Fees: _____ Cash Check Credit Card
 Visa/MasterCard/American Express #: _____
 Exp. _____
 Name on card: _____ Signature: _____

_____ Date: _____
 _____ Date Paid: _____

Permission to use the above item(s) approved: Yes No
 Yes with exceptions (see below)

CCHS employee: _____/

Print Name _____

Date: _____

Explanation/Notes: _____
