



AUDIO/VIDEO ORDER FORM/INVOICE
 For use by an INDIVIDUAL
 in accordance with the Terms of Service

Reference No.
Date Received:
Staff Initials:

Benson Ford Research Center
 The Henry Ford
 20900 Oakwood Blvd.
 Dearborn, MI 48124-5029

P: 313.982.6020
 F: 313.982.6244
 E: Research.Center@thehenryford.org

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

The Henry Ford
 Federal ID# 381359513-N

	ID #	Title/Description	Location (Accession, Box, etc.)	Fees
1				
2				
3				
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10				

More than 10 items – continue on Page 1a

Service Charge: \$35.00 per Recording
Additional costs may apply, determined on a case-by-case basis.
 The Henry Ford requires a service fee for audio/video recordings.
 The service fee helps The Henry Ford enable public access to its collection.

Subtotal	
10% Member Discount	
Rush Fee	
6% MI Sales Tax	n/a
Total	

Turnaround

- **Normal** turnaround is 1-2 weeks
- **RUSH** turnaround (less than 1 week):
 Add 100% (\$150.00/recording) to the service fee

Size/Resolution

- Video recordings are Standard Definition (720 x 480) unless otherwise indicated.

Method of Payment	
<input type="checkbox"/>	Cash (in-person orders only)
<input type="checkbox"/>	Check or Money Order Payable to "The Henry Ford" <i>Must be Payable in US Dollar drawn on a US Bank.</i>
<input type="checkbox"/>	Credit Card (Mastercard, Visa, Discover, or American Express)
	Name on Card: _____
	Billing Address: _____
	Credit Card #: _____
	Expiration Date: _____



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THE HENRY FORD TERMS OF SERVICE FOR DELIVERY OF AUDIO/VIDEO RECORDING

- 1. Parties to Agreement.** These Terms of Service For Delivery of Audio/Video Recording (“TOS” or “Agreement”) is between The Henry Ford, a Michigan nonprofit corporation with offices at 20900 Oakwood, Dearborn, Michigan 48124 (“The Henry Ford”) and the person/entity ordering a digital copy of an audio/video recording (“Recording”) from the online collections of The Henry Ford (“You” or “User”). This Agreement is a legal contract between The Henry Ford and you.
- 2. About The Henry Ford.** The Henry Ford is one of America’s greatest history attractions. Nearly two million people from all over the world visit The Henry Ford each year, including the Henry Ford Museum, Greenfield Village, the Ford Rouge Tour, the Benson Ford Research Center, and the Giant Screen Experience. At Greenfield Village, visitors are taken back to the sights and sounds of America’s past. There are 83 authentic, historic structures, from Thomas Edison’s Menlo Park laboratory, to the courthouse where Abraham Lincoln practiced law, to the Wright Bicycle Shop and Wright Garden Shed. Through its 26 million artifacts, including its physical environment, programs, events, products, and online collections, The Henry Ford provides unique educational experiences based on authentic objects, stories and lives from America’s traditions of ingenuity, resourcefulness and innovation. Its purpose is to inspire people to learn from these traditions to help shape a better future.
- 3. Effective Date.** This Agreement is effective when you place an order for the delivery of a Recording, and is applicable to all deliveries of Recordings to you by The Henry Ford.
- 4. User Account: Representations and Warranties.** You represent and warrant that all information provided in connection with your account and order for the Recording is accurate, you have the right to transact business in the US and to enter into this Agreement, and you shall use the Recording in accordance with applicable laws. If User is a legal entity the person signing this Agreement has the actual authority to bind the User to its terms and conditions.
- 5. Use of Information.** The Henry Ford may use the account information and other information provided by you and/or relating to your transactions with The Henry Ford relating to the Recording (collectively, “Information”) to perform under this Agreement, to enforce this Agreement, and as required by law and/or in response to service of legal process (such as a court order, summons, subpoena, and the like). For Information that is not identifiable to you, The Henry Ford may use Information to understand user interest in its online collections and to promote its mission.
- 6. Deleting Account.** You will need to send The Henry Ford a written request to delete your entire account. User Information may remain on The Henry Ford servers, or in backup copies, until such Information is overwritten.
- 7. Authorized Use of Recording.** The Recording is delivered solely to enable User to possess a copy of the authentic Recording for personal use. The delivery fee paid to The Henry Ford is not a license fee to exploit the Recording but a fee to help The Henry Ford enable public access to its online collections and offset, in a small way, the cost of digital delivery of Recordings. Recordings may (or may not) be subject to copyright law, trademark law, and/or the right of publicity. This Agreement is not authorizing the reproduction of copies of the Recording or its adaptation, posting, publication, distribution, or combination with other content. Whether you can make such uses of a Recording is a legal matter. You, and not The Henry Ford, are responsible for determining what use (if any) you can make of the Recording other than personal possession and study. By way of example, a tax-exempt nonprofit educational entity may determine that it is free to make copies of the Recording, incorporate those copies with other content, and distribute those copies to educators and students. The Henry Ford has no objection to such nonprofit educational use. However, because it does not undertake any investigation as to how a User will use a specific Recording, these TOS neither prohibit nor authorize specific uses.
- 8. Disclaimer of Warranty.** THE HENRY FORD PROVIDES, AND USER ACCEPTS, THE RECORDING “AS IS,” WITH NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WITHOUT WARRANTY OF TITLE OR NONINFRINGEMENT.
- 9. Limitation of Liability for Damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE HENRY FORD BE LIABLE TO USER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, BUSINESS INTERRUPTION LOSSES, OR LOSS OF DATA, RESULTING FROM THIS AGREEMENT OR YOUR USE OF THE RECORDING, REGARDLESS OF THE THEORY OF LIABILITY, INCLUDING EXPRESS CONTRACT, IMPLIED CONTRACT, NEGLIGENCE, WARRANTY, OR MISREPRESENTATION, AND WHETHER OR NOT THE HENRY FORD IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DIRECT DAMAGES ARE LIMITED TO THE AMOUNT OF THE DELIVERY FEES PAID IN CONNECTION WITH THE RECORDING AT ISSUE. As used in this section, “The Henry Ford” includes The Henry Ford, its officers, directors, employees, contractors, agents, affiliates, licensees, successors, collaborators, partners, and assigns.



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THE HENRY FORD TERMS OF SERVICE FOR DELIVERY OF AUDIO/VIDEO RECORDING (continued)

- 10. The Site and Software are Located in and Delivered from Dearborn, Michigan, USA.** This Agreement is entered into, performed in, and based in Dearborn (Wayne County), Michigan, USA. The Site does not give rise to personal jurisdiction over The Henry Ford, either specific or general, in jurisdictions other than Michigan. This Agreement shall be governed by the internal substantive laws of the State of Michigan, without respect to its conflict of laws principles.
- 11. Binding Arbitration; Jurisdiction.** All disputes not resolved through good faith business discussions shall be settled by arbitration, to be conducted by a single arbitrator in Ann Arbor, Michigan, by and in accordance with the then-effective commercial rules of the American Arbitration Association or JAMS' Streamlined Arbitration Rules and Procedures. The arbitrator shall have at least ten (10) years' experience in the field of technology contracts. The proceedings shall be conducted in the English language, only, including all discovery. Discovery shall not include interrogatories or requests to admit. E-discovery shall require approval of the arbitrator. Neither punitive nor consequential damages may be awarded. The costs of the arbitration and the reasonable attorneys' fees of the prevailing party shall be included in any award rendered by the arbitrator. Judgment upon the award may be entered in any court having jurisdiction thereof. Neither party shall disclose the existence, content or result of any arbitration proceeding without the prior written consent of the other party; provided that a party may disclose the foregoing in connection with an action to enforce the award or unless otherwise required by law or judicial decision. In the event User is prevented as a matter of law from agreeing to binding arbitration, User agrees that any claim or dispute between User and The Henry Ford that arise in whole or in part from this Agreement shall be decided exclusively by a court of competent jurisdiction located in (or having jurisdiction over) Dearborn, Michigan.
- 12. No Implied Waiver.** No waiver by The Henry Ford shall be implied. Any waiver of any term of this Agreement must be in writing and signed by an officer of The Henry Ford.
- 13. Severability.** If any portion of this Agreement is found to be unenforceable, such portion will be modified to reflect the parties' intent set forth in such portion and only to the extent necessary to make it enforceable. The remaining provisions of this Agreement will remain in full force and effect.
- 14. International Considerations.** Those who request digital delivery of Recordings from outside the U.S. do so at their own volition and are responsible for compliance with applicable laws.
- 15. Assignment.** The Henry Ford may assign, subcontract, delegate, and transfer its rights and obligations under this Agreement to a third party. User may not assign or transfer its account.
- 16. Notices.** The Henry Ford may provide User with notices, including those regarding changes to this Agreement, email, first class mail, or postings to the Site. Notice is deemed given upon the earlier of (a) actual receipt, (b) twenty-four (24) hours after an email is sent, (c) three (3) days after first class mail is deposited with the U.S. Postal Service, or (d) ten (10) days after a notice is posted to the Site.
- 17. Force Majeure.** It shall not be a material breach of this Agreement, and neither party shall be liable to the other, if prevented from performing its duties or responsibilities under this Agreement by reason of any fire or other casualty, acts of God, earthquake, floods, explosions, interrupted power supply, sabotage, war, riots, acts of terrorism; inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market; strikes, court orders, laws, regulations, or orders of government or military authorities; or any other cause not within the control of such party whose performance is delayed.

If you accept the terms of this Agreement, please sign below.

Requested by (Signature):

Date:

Name (Please Print):

Title or Position, if applicable: