

# Florence Griswold Museum

## Rights & Reproductions

### Terms and Conditions

The Florence Griswold Museum grants permission to reproduce objects in the Museum's collections for publication in accordance with the following terms and conditions:

- ❖ All requests for permission to reproduce an image in the Museum's collections, including the building and grounds of the Florence Griswold Museum must be made in writing and include the intended use, the publisher, the title of the publication, and expected date of publication.
- ❖ The Florence Griswold Museum can grant permission requested only to the extent of its ownership of the rights relating to the request. Certain objects owned by the Florence Griswold may be protected by copyright, publication rights, or related interests not owned by the Museum. The Florence Griswold Museum hereby expressly states that it is not giving permission to exploit any such rights; responsibility for ascertaining whether such rights exist, for paying any royalties or fees claimed by the artist, his or her estate, and for obtaining all other necessary permissions remains with the applicant. The applicant hereby agrees to indemnify the museum for any costs incurred, including without limitation all attorney's fees expended, as a result of any violation by the applicant of any copyright, publication rights, or interests relating to the subject matter of this application.
- ❖ Permission is granted for one usage in one publication, one edition, and in one language. Additional language editions and subsequent revised new editions will be considered upon application. Permission is valid only for the individual, company, or institution to whom it is specifically issued and may not be transferred, assigned, sold, or otherwise disposed of without written permission of the Museum.
- ❖ The Florence Griswold Museum reserves the right to deny permission to reproduce images from the Museum's collections or grounds to any applicant whose product is not acceptable to the Florence Griswold for any reason and/or if in the best interest of the Museum.
- ❖ The Florence Griswold reserves the right to charge a fee for reproduction and for rental, purchase, and postage and handling of photographic materials. Rental of any color transparency to be supplied by the Florence Griswold must be paid for in advance, and transparencies need to be returned to the Florence Griswold by the end of the rental period specified on the invoice. Rental fees are payable whether or not the image is reproduced. Twenty-five dollars will be charged for each month a transparency is retained after the due date. A replacement fee will be charged for any transparency that is lost or damaged.
- ❖ Reproductions must be made only from color-corrected transparencies or curatorially-approved black and white photographs provided by the Museum. Black and white conversions from color transparencies are not permitted.

- Duplicates may not be made of photographic materials supplied by the Florence Griswold. Any duplicates become property of the Florence Griswold. If reproduction is to be made from photographic materials not supplied by the Museum, the Florence Griswold reserves the right to approve those materials.
- ❖ Each image must be reproduced unaltered and in its entirety unless approved in writing by the Museum. The reproduction may not be cropped, bled off the page, or printed on colored stock, nor may anything be superimposed on the image, unless approved of in advance by the Museum. When a detail is used, the word "detail" must appear in the credit line.
  - ❖ Full documentation credit, as specified by the Florence Griswold must appear in immediate proximity to the image, or in the section devoted to photographic credits. Abbreviations are not permitted. In the case of television or films, full credit must be included in the film credits and/or in the accompanying manual.
  - ❖ The Florence Griswold Museum reserves the right to limit the number of reproductions of Museum-owned works in any single publication if it appears that their number is disproportionate in relation to those from other sources.
  - ❖ The Florence Griswold is to receive one gratis copy of the publication in which the reproduction appears, unless otherwise noted. The only exception is with encyclopedic publications where tearsheets are acceptable.
  - ❖ The reproduction permission hereby granted is limited to a non-exclusive reproduction license solely on the terms and conditions set forth herein. The Florence Griswold retains all copyright ownership and all rights to exploit its copyrights. Except as expressly granted herein, the Florence Griswold Museum retains all other rights.
  - ❖ Reproduction permission for Web use is granted for one production, in one language only for a term of up to 3 years from the date of the countersigned permission agreement. Photographic materials may not be reused in subsequent production, or in printed matter without written permission from the Florence Griswold Museum. If further use is needed, a separate application must be submitted. Web use is subject to the above terms and, in addition:
    - Museum credit line (title, artist, donor name) must be shown with the reproduction or in the area(s) reserved for photo and copyright credits.
    - A URL hyperlink must be included, directing interested traffic to the Florence Griswold Museum's Website. This link can either be included next to the image reproduction or on a dedicated link page of participants. The link target is : <http://www.florencegriswoldmuseum.org>