

Museum of the Rockies, 600 West Kagy Blvd., Bozeman, MT 59717

APPLICATION FOR PERMISSION TO REPRODUCE/PUBLISH

Please complete Sections A and B, and return to the Museum of the Rockies

Section A

Applicant's name _____ Publisher _____
Title _____ Contact person _____
Address _____ Address _____
City, State, Zip _____ City, State, Zip _____
Telephone _____ Telephone _____
Type of Publication _____ Title of Publication _____
Date of Publication _____ Edition /Issue _____ Language/Country _____

Section B

Permission is requested to use the following photographic materials from Section C:

Identification Code #

Section C (For Museum use)

The following photographs have been sent to the above:

Identification Code # Image Description

Section D (For Museum use)

Date of application _____ Date of Approval _____ Date sent _____ How? _____
REQUIRED DATE OF RETURN _____ Actual date of return _____
Approved Special Conditions _____

Department Signature

Photo Archives Signature

Museum of the Rockies
600 West Kagy Blvd.
Bozeman, MT 59717
406.994.5280 fax 406.994.2682

Photographic Reproduction/Publication Application and Agreement

Photographs and video from the Museum of the Rockies' Archives and stock collections are available for loan and/or reproduction/publication, subject to the conditions set forth in this agreement.

All requests for use of Museum photographs must be accompanied by a Museum of the Rockies Application and Agreement. If there is an urgent need, the requested photographs will be sent with the Application and Agreement to expedite the request. However, the signed Application and Agreement must be returned to the Museum prior to reproduction/publication or within 15 days of receipt, whichever is earlier. Permission to use the Museum's photographs is not granted until the signed Application and Agreement is returned to the Museum. Reproduction/publication fees shall be the applicant's page rate, subject to the Museum's Commercial use fees. Use fees will be waived for approved educational / non-profit uses.

If the applicant requests the Museum to send photographs for review, the applicant will be billed for appropriate services when it is known how many photographs will be reproduced. In addition to rental and reproduction/publication fees, there may be production charges which will be billed at the time of shipment.

All fees must be paid within 15 days of the billing date or reproduction/publication date, whichever is earlier. Payments must be made by check or money order payable in US currency through a US bank. A 10% late fee will be charged after the 15th day, and monthly thereafter.

Approved requests will usually be shipped within one week. However, special requests, such as specific photography or printing, may require up to three weeks. Production charges will be doubled for rush orders. Orders are shipped via US Mail. If a commercial courier service is preferred, the Museum will ship collect using the applicant's account number.

The following additional conditions apply to any reproduction/publication of Museum photographs/video where applicable:

1. Any reproduction/publication of Museum photographs must bear a copyright notice as prescribed by the Copyright Law of the United States.
2. If the copyright to the photographs is held outside of the Museum, the applicant must obtain the written permission of the copyright holder before reproducing or publishing.
3. If the copyright to the photographs is held by the Museum, permission to reproduce or publish is granted for one time use only and is subject to the payment of appropriate fees. Separate application must be made for use in additional languages, subsequent printings or revisions, and new editions, and will require an additional fee. The Museum reserves the right to refuse permission for further reproduction/publication if an applicant has not maintained acceptable standards of reproduction/publication, or has not observed the conditions set forth in this agreement.
4. Museum photographs shall not be used to show or imply Museum endorsements of any commercial product or enterprise, or to indicate that the Museum concurs with the opinions expressed in, or confirms the accuracy of any text used with the photographs/video. The Museum reserves the right to request a printers proof for approval prior to publication and reserves the right to revoke permission to use the photographs.
5. The credit line: MUSEUM OF THE ROCKIES/ (photographer's name on the slide when present) must appear in immediate proximity to the reproduction or in the section of the publication devoted to acknowledgements.
6. Any adjustment, such as cropping, overprinting, or bleeding of any photograph from the Museum's art collection must have prior written approval of the Museum. Details of the adjustment must be identified on the credit line.
7. Any manipulation of photographs MUST be requested in detail in advance and have written approval.

Failure to comply with the above conditions may result in the revocation of permission to use the photographs/video and the denial of application for future use. The application is on the reverse side. It is advisable to photocopy both sides of this agreement for your records.

I have read the above and agree to comply with the terms and conditions of this agreement.

Authorized signature

Company/Institution

Date