

Department of Rights
and Reproductions
1220 Fifth Avenue
New York, New York 10029
Email: rightsandrepro@mcny.org



Permission for Use Granted to the Museum of the City of New York

Thank you for your support of the Museum of the City of New York by letting us make use of the Image described below. The Museum's policy is to complete this form and keep it on file when we use an Image we do not own or to which we do not already have rights. (At the Museum's discretion, however, it may choose to accept a different form which grants the Museum the rights the Museum believes are needed for the Use it seeks to make of an Image.)

Definitions

“**Agreement**” means this Permission for Use form.

“**Image**” means the photograph, negative, slide, or electronic digitized picture identified below.

“**Museum**” means the Museum of the City of New York.

“**Owner**” means the person, entity, or institution identified in the signature block below and as “you” in this Agreement. If the signature block includes an entity or institution, it will be deemed the Owner.

“**Use**” means the use or uses for display, adaptation, performance (publicly or privately), reproduction, or otherwise as identified below for which the Owner grants the Museum a license for the Image.

To Be Completed by the Museum

Description of the Image pictured in **Exhibit A** attached and incorporated by reference:

Title: _____

Author or artist: _____

Date or dates of the Image: _____

Type of Image:

- Still photograph
- Film
- Electronic file
- Other (describe) _____

Catalog, serial, or other identifying number: _____

Any other identifying information: _____

Description of proposed Use (choose as many as may apply)

- Public reproduction or display in an exhibition at the Museum
- Public reproduction or display in an exhibition other than in the Museum
- Public reproduction or display in a catalogue or similar document for an exhibition
- Public reproduction or display in an academic work
- Public reproduction or display in press or publicity materials, whether print or digital
- Reproduction on merchandise
- Public reproduction or display by the Museum for an event other than an exhibition
- Other (please describe): _____

Date or date range for Use (if different for different Uses, please specify): _____

Thank you for your interest in the Museum of the City of New York

To Be Completed by the Owner

1. **Grant from Owner:** Owner hereby grants the Museum a nonexclusive, irrevocable, royalty free and fully paid up right and license worldwide (though not obligation) to use the Image as follows:

- However the Museum wants
- As specified by the Museum above
- Public reproduction or display in an exhibition at the Museum
- Public reproduction or display in an exhibition other than in the Museum
- Public reproduction or display by the Museum for an event other than an exhibition
- Public reproduction or display in a catalogue or similar document, whether print or digital
- Public reproduction or display in an academic work, whether print or digital
- Public reproduction or display in press or publicity materials, whether print or digital
- Reproduction on or in merchandise for sale
- Other (please describe): _____

2. **Owner represents that it has the following rights in the Image:**

- Owns the Image and all rights in it (go to #4)
- Owns all rights needed to give the Museum permission to Use the Image as specified above (go to #4)
- Has a license from someone else that allows Owner to give the Museum permission to Use the Image as specified above (please attach a copy of the document that provides for this and go to #4)
- Does not have rights in the Image but knows who does (go to #3)
- Does not know who has rights in the Image (go to #3)

3. **Third party rights** (check one):

- The rights in the Image needed by the Museum are held by:** **Owner does not know who holds the rights in the Image needed by the Museum**

Name and Title

_ Entity or Institution

_ Address

_ Telephone

_ E-mail

4. **Credit line:**

- No public credit is requested for the Museum's Use of the Image
- If possible, please provide the following credit adjacent to or in connection with each of the Uses of the Image specified below. This means the Museum shall have the right, but not the obligation, to provide reasonable source attribution of the Image (including any applicable copyright or trademark notice) in connection with such Use, where, in the Museum's reasonable judgment, space permits and such attribution would not be commercially disadvantageous, physically impractical, or contrary to custom or applicable law.

- Public reproduction or display in an exhibition at the Museum
- Public reproduction or display in an exhibition other than in the Museum
- Public reproduction or display in a catalogue or similar document for an exhibition
- Public reproduction or display in an academic work
- Public reproduction or display in press or publicity materials, whether print or digital
- Reproduction on merchandise
- Public reproduction or display by the Museum for an event other than an exhibition
- Other (please describe): _____

5. **Ownership:** Subject to the rights to the Image held by the Owner and any third party expressly identified herein, the Museum will own and retain all right, title, and interest in and to the proceeds of the permitted Uses, including without limitation, any derivative works and adaptations thereto.

Thank you for your interest in the Museum of the City of New York

6. **Owner Representations and Warranties:** By providing the Image to the Museum, Owner on behalf of itself (and if the applicable box is checked above, on behalf of any identified third party rights holders, the Owner and any such holders collectively being the “Rights Holder” below), hereby represents and warrants that the Rights Holder is duly authorized and free and clear to enter into this Agreement and grant the rights hereunder; that the Image is the Rights Holder’s sole and original creation; that the Rights Holder is the sole and exclusive legal and beneficial owner of the entire right, title, and interest in and to the Image, including all copyrights and other intellectual property rights therein; that there is no settled, pending, or threatened litigation, opposition, or other claim or proceeding challenging the Rights Holder’s ownership of copyrights in or use of the Image or the validity, enforceability, or registration of such copyrights or any other intellectual property rights in or to the Image; and that the Image does not violate the copyright, trademark, patent, trade secret or, any law or regulation or infringe or otherwise violate any right of any third party, including, but not limited to, any other intellectual property right or any right against defamation.

7. **Indemnification:** Owner agrees to defend, indemnify, and hold harmless the Museum and its, officers, directors, employees, agents, and licensees from all claims, damages, demands, expenses, judgments, and liabilities (including attorney’s fees and costs) arising out of or in connection with (a) any breach or alleged breach by Owner (or anyone acting for Owner) of any of the terms of this Agreement, or (b) any claim by any third party based on or arising out of the Image. These indemnification obligations shall survive termination of this Agreement.

8. **Limitation of Remedies:** Owner waives its right to injunctive and other equitable relief in the event of a dispute with the Museum in connection with the Image. Owner’s remedies in the event of a dispute under this Agreement are limited to monetary damages and Owner shall have no right to rescind this Agreement or enjoin or interfere with the Museum’s use, adaptation, distribution, or promotion of the Image, or any other permitted use herein. Notices

9. **Miscellaneous:** This Agreement shall be governed by the laws of the State of New York without reference to its conflicts of laws provisions. Each party submits to the exclusive jurisdiction of the federal and state courts located in New York County, New York, for any action or proceeding arising out of or relating to this Agreement or any Image. If any provision in this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in effect. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by both parties. No act or failure to act by either party, other than an express written waiver, may be construed as a waiver of any provision of this Agreement. All provisions and terms which by their nature should survive termination, of this Agreement shall so survive, including but not limited to the Museum’s retention of rights and its indemnification rights.

I have read and understand the terms and conditions of this Agreement. I agree, for myself and the entity identified below, to those terms and conditions.

Signed: _____

Date: _____

Full name, title, entity or institution name, address, telephone number, and e-mail:

Name and Title

Entity or Institution

Address

Telephone

E-mail

For and on behalf of the Museum of the City of New York:

Signed: _____

Date: _____

Exhibit A

[INSERT PICTURE OF LICENSED IMAGE]

Thank you for your interest in the Museum of the City of New York