

RIGHTS AND REPRODUCTIONS AGREEMENT

APPLICANT

Name: _____
Mailing address: _____

Email: _____
Telephone(s): _____ Facsimile: _____

OBJECT

The Kemper Museum grants the applicant permission to use image/s of the following work from its collections.
The following identifying information must appear alongside the image(s):

Artist: _____
Title/Date: _____
Medium: _____
Dimensions: _____
Credit Line: _____

INTENDED USE

Conditions of this contract are stated on the reverse. Permission for use is granted one-time only for the following project.

Project Description: _____

Publication Title: _____
Author/Editor: _____
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Projected Date: _____
Projected Volume: _____

If you are requesting material for study purposes and have no intention to reproduce the material, please initial here to indicate your awareness that permission to reproduce the image/s must be requested in writing should your intentions change. _____

FEES

The fees listed below shall be paid by the applicant to the Kemper Museum of Contemporary Art within 30 days.
Failure to pay the fees means permission has not been granted and the image/s will not be released.

Format: _____ Fee: _____
Rights: _____ Fee: _____
Total: _____

IMAGE USE IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE OF THIS AGREEMENT.

Rights and Reproduction Agreement: Terms & Conditions

1. Requests for photographic material, limited to the Museum's collections and building, must be submitted in writing to the Registration Department.
2. Payment is due upon receipt of the invoice and may not be deferred until the date of publication. Remittance from outside the United States should be made by money order or check drawn on a United States bank. Permission to reproduce is premised and conditioned upon payment of the fees involved prior to publication. Failure to pay the required fees means permission has not been granted. When paid, the invoice, together with completed contract, constitutes permission for reproduction.
3. Reproductions fees are payable in advance and are non-refundable.
4. All images licensed herunder remain the sole property of the Museum. Licensee does not acquire any right, title or interest in or to any image, and may not make, authorize or permit any use of any image, or plate therefrom, except within the scope of the License granted herein. Color separations, color transparencies, discs, (FTP) file transfer protocol websites, and other devises may not be reused or assignend to third parties.
5. The licensee is licensed to store images in his/her digital database only until publication as set forth in this Agreement. The licensee shall permanently delete all images from his/her digital database immediatley upon such publication.
6. All images are licensed only for the use on the reverse of this document. No re-use or re-purposing of the images will be permitted without further licensing agreement.
7. Fees are waived for original non-commercial scholarly research, or at the discretion of the Director of the Kemper Museum of Contemporary Art.
8. The Museum in its sole discretion reserves the right to deny permission to any applicant whose product is not acceptable to the Museum for any reason, as well as refuse permission for further applications from a publisher, if in its opinion, acceptable standards of reproductions, care of materials, or professionalism, have not been obtained.
9. Reproduction is permitted only from materials supplied by the Museum. Reproductions from any other source supplied by the Museum must be approved in advance.
10. The Museum will not grant exclusive reproduction rights for any work in the collection; nor will the Museum assume any responsibility for duplication of subjects or reproductions by other applicants or person not authorized to reproduce said work(s).
11. The reproduction must not be cropped, bled off the page, or altered in any way. Nothing can be superimposed on the image. The applicant shall submit color proofs and mock-up of reproduction to the Museum for written approval in advance of publication.
12. Applications to reproduce a detail from a work will be considered only upon receipt of a color mock-up showing the exact area to be used. The word "detail" must appear in the caption with the complete credit line.
13. The Credit Line and all accompanying information, as listed, must appear as written with no changes accompanying any reproduction.
14. The Kemper Museum of Contemporary Art requests **two** complimentary copies of the publication for the Kemper Museum's archives.
15. In the case of work(s) by living artists and/or subject to the 1976 Copyright Act, written permission must be secured by the applicant from the artist, their agent or copyright owner.
16. The Kemper Museum of Contemporary Art assumes no responsibility for royalties or fees claimed by the artist or other third party.
17. Should any dispute arise, this agreement is subject to the laws of the United States of America, the state of Missouri, Jackson County.

//WE ACCEPT THE INCOMING LOAN TERMS & CONDITIONS AND CERTIFY THAT I/WE HAVE FULL AUTHORITY TO ENTER INTO THIS AGREEMENT.

Signature of Applicant

date

Kemper Museum of Contemporary Art

date

FEE SCHEDULE FOR PHOTOGRAPHIC MATERIAL

(All prices are subject to change without notice)

*One-time reproduction rights in editorial, art-historical, educational, that are used in a Non-profit context where the final product is given away free of charge.

**One-time reproduction rights in editorial, art-historical, and educational materials that are sold or used for profit.

DIGITAL REPRODUCTIONS

new digital photography	quoted
Admin/processing fee (per request)	\$ 35.00

PER IMAGE FEES

	Scholarly*	Commercial**
PRINT AND PUBLICATION		
Edition Use: One language, one edition		
Exhibition catalogue (inside or cover)	\$ 50.00	\$ 150.00
Exhibition publicity materials (all encompassing key image use)	\$ 75.00	\$ 75.00
Cover/Jacket reproduction	\$ 100.00	\$ 250.00
Interior reproduction	\$ 35.00	\$ 100.00
Brochures/Mailers	\$ 35.00	\$ 75.00

WORLD RIGHTS

If permission in two languages is planned, each edition is charged the fee listed below.

Permission is granted for three languages or more at three times the regular fee.

This condition is applied only if all applications are made at the same time.

	\$ 75.00	\$ 200.00
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ELECTRONIC USAGE

E-book	\$ 35.00	\$ 75.00
Web use (for one year-renewable)	\$ 50.00	\$ 100.00

OTHER USAGE

Reproduction fee will be determined on use, distribution, and retail price by quotation and will be only considered after a written proposal has been submitted to the Director.

POSTAGE AND SHIPPING FEES

Digital delivery via FTP or Dropbox service	Free
Domestic, U.S. Postal Service/Priority Mail	quoted
UPS or Federal Express, Next Day Service	quoted
Foreign, U.S. Postal Service/Global Mail	quoted

Negotiation for receipt of in-kind products will be made at the time of application.
Some fees maybe waived at the Museum's discretion.