

# LOWE ART MUSEUM

University of Miami  
1301 Stanford Drive  
Coral Gables, FL 33124-6310  
tel (305) 284-5423 fax (305) 284-2024



## RIGHTS & REPRODUCTION AGREEMENT

**REQUESTOR** The Resource Library  
<http://www.tfaoi.com/resourc.htm>

DESCRIPTION OF OBJECT(S)	FEE CATEGORY	PRICE
1. Wilmerding, John. "Spring Bloom and Autumn Blaze: Topographies of American Landscape and Character" in <u>19th Century American Topographic Painters: November 21, 1974-January 5, 1975</u> . Coral Gables, FL: Lowe Art Museum, University of Miami, 1974.	6	\$0.00
<b>TOTAL DUE</b>		<b>\$0.00</b>

Make checks payable to the Lowe Art Museum – Federal ID Number 59-0624458.

### **PUBLICATION/PRODUCT INFORMATION**

Is the use for purposes other than study/research?  yes  no

*Purchasing reproductions for study purposes does not imply the right to publish or otherwise reproduce.*

**PRODUCT FORMAT**  book  article  film/video production  CD-ROM/DVD  
 internet  dissertation  other

**TITLE/DESCRIPTION** The Resource Library (web site)

**AUTHOR** N/A

**PUBLISHER/PRODUCER** Traditional Fine Arts Organization

**DATE OF PUBLICATION** 2008

**SPECIAL CONDITIONS** The requestor has permission to re-key the article exactly as written and post only the text portion of the article on their web site. Images associated with the article may not be reproduced, nor may the requestor in any way edit, omit, or add to the article as published. The requestor agrees to remove the article from the web site permanently with 30 days written notice.

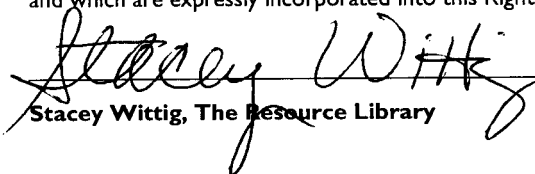
### **COPYRIGHT CLEARANCE**

**ADDITIONAL COPYRIGHT PERMISSION**  is /  is not required for the reproduction of this work.

In the event permission is necessary from the copyright owner(s), contact information is provided below, if known. Additional permission and fees are the sole responsibility of the requestor. The requestor accepts full liability for and agrees to indemnify and hold the Lowe Art Museum harmless from any and all claims of infringement of copyright due to non-conformance with this requirement.

**CONTACT** N/A

I have read the rights and reproduction policies printed overleaf and understand the requirements and restrictions, by which I agree to be bound, and which are expressly incorporated into this Rights & Reproduction Agreement by reference.

  
Stacey Wittig, The Resource Library

12-19-8  
Date

# **TERMS AND CONDITIONS GOVERNING RIGHTS & REPRODUCTIONS**

Reproduction rights in any medium must be obtained in writing from the Lowe Art Museum prior to reproduction. All reproductions of objects from the Museum's collection are made subject to the following conditions:

## **FEES**

Fees are per image per use and do not include the cost of new photography or duplication services if required. High resolution images, transparencies, and negatives are provided for reproduction/publication purposes only. Low resolution images may be purchased for study/research purposes.

- |  |          |                                  |          |
|--|----------|----------------------------------|----------|
| 1. Black and white images:                     |          |                                  |          |
| a. reproduction .....                          | \$100.00 | 4. Film/video Reproduction ..... | \$200.00 |
| b. study/research .....                        | \$25.00  | 5. New Photography .....         | quote    |
| 2. Color images:                               |          | 6. Special Pricing .....         | quote    |
| a. high resolution for reproduction .....      | \$200.00 |                                  |          |
| b. low resolution for study/research .....     | \$25.00* |                                  |          |
| c. failure to return rental transparency ..... | \$200.00 |                                  |          |

\* Fee charged for in-house photography if required.

Prepayment of fees is required for all orders, which are final and may not be returned for credit or otherwise refunded. Purchasing reproductions for study/research purposes does not imply the right to publish or otherwise reproduce the materials commercially or in any other manner not authorized by the Museum. Failure to pay the required fees for reproduction means that permission has not been granted. Checks or money orders, made payable to the Lowe Art Museum, must be in \$US and payable within the Federal Reserve Bank System.

Permission is granted for a one-time, nonexclusive, nontransferable use in a single edition and format of the publication or product named overleaf. Single use is defined as a publication or product having a single physical format, a single date of publication, and a single market. Any change in content constitutes a separate edition. Any subsequent or different use, including subsequent editions, editions in a different physical format, or editions in a different language constitutes a reuse and requires further permission and additional fees, which are the same as above. For film/video use, additional physical formats include broadcast, cable, satellite, or home video use, in addition to the originally specified use. Images may be used for publicity purposes for the promotion of the edition named on the front of this agreement.

All digital images, negatives, and transparencies remain the property of the Museum, and must be returned immediately upon completion of the use. The requestor must bear all expenses involved in converting the material into the format required for the publication or product. Failure to return a rental image by the due date will result in an additional monthly charge as specified above until the image is returned. Monthly overdue charges will not be pro-rated.

## **REPRODUCTION POLICIES**

Permission is valid only for the individual, company, or institution to which it is specifically issued, and may not be transferred, assigned, sold, or otherwise disposed of without written permission from the Museum.

Each object must be reproduced unaltered and in its entirety. No cropping, bleeding off the page, overprinting, printing on color stock, digital modification, or any other alteration is permitted without the prior written consent of the Lowe Art Museum.

The required caption and credit line must accompany the reproduction, either simultaneously with the image or in the section of the work devoted to photographic credits. When a detail is used, the word "detail" must appear in the caption with the complete credit line. Abbreviations are not permitted.

The Lowe Art Museum reserves the right to refuse reproduction if in the best interest of the Museum, or to limit the number of photographic copies, restrict the use or reproduction of rare, fragile, or valuable objects, make special quotations for objects that are unusually difficult to copy, and/or charge a higher copying fee than specified.

The publisher must provide the Museum with one complete, gratis copy of the publication and notify the Museum of any public screening, initial broadcast, or publication dates.

## **ELECTRONIC DISTRIBUTION OF IMAGES**

Reproductions distributed electronically must contain the credit line specified by the Museum as part of the image. When permission is granted to disseminate reproductions electronically, the Museum reserves the right to require an electronic watermark or other identifying code within the scanned file identifying the Lowe Art Museum as owner of the image. Distributed copies of electronic images may not exceed a resolution of 72 dpi. If permission is granted to publish a digitized image on a web site, a link must be provided to the Lowe Art Museum's web site ([www.lowemuseum.org](http://www.lowemuseum.org)). The Lowe does not provide publishable-quality, high resolution images for study purposes.

## **COPYRIGHT AND TITLE**

The Lowe Art Museum, University of Miami, may not be the owner of all rights necessary to publish the reproduction, including copyright and/or rights of privacy or publicity. It is, therefore, the requestor's responsibility to obtain any necessary permission to publish the reproduction from parties other than the Lowe Art Museum and to pay any associated fees. The requestor must provide the Lowe Art Museum with written proof of such permission prior to publication. The Lowe Art Museum assumes no responsibility for infringements of copyright (Title 17, United States Code), violations of privacy or publicity rights (Title 45 CFR Section 46, Protection of Human Subjects), or other claims by other parties resulting from the requestor's use of the reproduction, and the requestor agrees to indemnify and hold the Lowe Art Museum, University of Miami harmless from any such claims. In authorizing the publication, the Lowe Art Museum retains all rights it may own, and does not surrender its right to publish the image or to grant permission to others to do so.

## **NOTICE: Warning Concerning Copyright Restrictions**

The copyright law of the United States (Title 17, United States Code) governs the making of photocopies and other reproductions of copyrighted materials. Under certain conditions specified by law, libraries and archives are authorized to furnish a photocopy or other reproduction. One of these specified conditions is that the photocopy or reproduction is not to be "used for any purposes other than private study, scholarship or research." If a user makes a request for, or later uses a photocopy or reproduction for purposes in excess of "fair use," that user may be liable for copyright infringement. The Lowe Art Museum reserves the right to refuse to accept a reproduction order if, in its judgment, fulfillment of the order may involve violation of copyright law.