

LICENSE AGREEMENT FOR IMAGE REPRODUCTIONS

Organization: _____

Contact/Attn: _____

Address: _____

The San José Museum of Art Association (“SJMA”) hereby grants a non-exclusive limited license to _____ (“Licensee”) to reproduce the image(s) (“Image”) of the specified artwork(s) (“Artwork”) for the project specified based on the terms and conditions set forth herein, and subject to advance payment of the fees required as stated below.

Licensee is fully responsible for obtaining any and all intellectual property rights licenses and/or other permissions legally required for use and reproduction of the Images and Artwork.

Project Details	
Type:	Title:
Publisher:	Author:
Language:	Territory:
Edition/Quantity:	Publication Date:
Artwork Details	
Artist:	
Title:	
Date:	
Medium:	
Credit Line:	
Copyright Notice:	

Photography Credit:
Requested Authorized "Images"
Number of Digital Images: _____
Fees
Reproduction Fees: _____ (Standard reproduction fee for digital image: \$150)
Total: _____

Your signature below indicates your agreement and acceptance of the terms and conditions of the License Agreement. Please sign, date and return the License Agreement and all required payments by check made payable to the San José Museum of Art Association to: San José Museum of Art, Registration Department, 110 South Market Street, San Jose, California, 95113-2383.

TERMS

Intellectual Property Rights; Indemnity: Subject to any pre-existing third-party rights to, and to the extent of SJMA's own intellectual property rights in the Artwork, SJMA hereby grants a limited non-exclusive license to reproduce as set forth herein. Some Artwork may be protected by intellectual property rights not owned by SJMA. It is the Licensee's sole responsibility to ascertain whether such rights exist and for obtaining all other necessary permissions. SJMA reserves the right to request copies of such permissions from Licensee.

Licensee agrees to hold harmless, defend and indemnify SJMA, its trustees, officers, employees and agents ("Indemnitees") from and against any and all liabilities, losses, damages, settlements, claims, actions, suits, penalties, fines, costs and/or expenses (including, without limitation, reasonable attorneys' fees and expert witness fees) incurred by any Indemnitee, relating to, arising from or occurring as a result of the failure by Licensee to secure such permissions.

Scope of License: SJMA grants Licensee permission to reproduce the Image solely for one use in the particular edition, language and medium specified. This permission is limited, non-exclusive and non-transferable. The Image for which permission is granted may appear only once and only as an editorial element within the edition; separate permission for the image to appear in any other position (e.g., cover; frontispiece; title page; end page; chapter page; etc.), must be obtained in advance in writing by SJMA. Separate permission to use the Image in subsequent or revised editions or in different language versions or different media also must be obtained in advance in writing by SJMA.

Technical Requirements: Reproduction must be made solely from the Images provided to Licensee by SJMA. The reproduction must be full-color or full-tone black-and-white, as applicable, and reproduced in its entirety in accordance with the Image provided. No

cropping, bleeding, alteration, modification, inversion, rotation, superimposition or overprinting of the image may be made of any kind.

For digital reproduction of the Image, the resolution shall be a minimum of 72 pixels per inch (PPI), and the image shall appear in full so that the image is not cropped by the edges of the display as it appears on a monitor or otherwise. Digital reproductions of color images shall be at a minimum of 16-bit color and a maximum of 24-bit color. 8-bit color digital reproductions are acceptable for grayscale images (black-and-white) only. For all digital reproductions of the image, the medium shall contain such encryption and other security features as are then standard in the museum industry for such medium for the prevention of unauthorized reproduction, distribution or use of the Image. The printed reproduction of a digital image provided by SJMA for print in a publication must be at a resolution of at least 300dpi (dots per inch).

Attribution: Full identification of the Artwork in the Image must appear either directly under the reproduction, on the page facing, on the reverse, in a list of illustrations, and/or in an appendix. Such identification shall include: the artist's name, title of the Artwork, date, medium, dimensions, the credit line as specified by SJMA, and the copyright notice if and as specified by SJMA. Such identification must appear exactly as specified without any abbreviation, omissions or use of acronyms.

Return of Materials: Digital images must be destroyed upon the publication of the Project.

New Photography: Licensee shall be responsible for any and all costs associated with new photography of the Artwork which may be required by Licensee's rights and reproduction request.

Review: Licensee must submit three (3) copies of the completed Project as published. In addition, prior to publication, SJMA may require Licensee to provide SJMA with samples of the Images as they are to appear in the Project and retains the right to pre-approve such sample Images for quality and adherence to the terms and conditions of the Agreement. If SJMA requests such pre-approval, Licensee shall not use the Images until the samples have been so approved.

Fees: Please make checks payable to the San Jose Museum of Art Association.

Reproductions will be provided following SJMA's receipt of the executed License Agreement and full payment of required fees.

Disclaimer: SJMA makes no representations or warranties of any kind with respect to the Image or the Artwork, and specifically disclaims any and all implied warranties of conditions of title, merchantability, satisfactory quality and fitness for a particular purpose. Without limiting the above, SJMA disclaims any warranty with respect to copyright, trademark, rights of publicity or privacy, or any intellectual property right that may be embodied in the Artwork, or any warranty that the rights granted herein are sufficient for Licensee's purposes. Licensee acknowledges that Licensee bears the sole obligation to acquire such rights.

Limitation of Liability: SJMA shall not be held liable to Licensee for any damages, direct or indirect, including without limitation special, consequential, or incidental damages

arising out of this agreement, whether based on warranty, contract, tort (including negligence or strict liability) or otherwise.

Complimentary Copy: Licensee shall provide SJMA with one copy, free of charge, of the edition containing the Image upon publication of such edition.

Miscellaneous: This Agreement expresses the complete understanding of the parties with respect to the subject matter hereof and supersedes any and all prior communications and agreements, written or oral. All rights not expressly granted herein are reserved by SJMA. This Agreement may not be modified or amended except by a writing duly executed by both parties. The respective rights and obligations of the parties hereunder shall indefinitely survive the termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations. This Agreement shall be governed by the laws of the State of California. Each party hereby irrevocably consents to exclusive jurisdiction of the state and federal courts located in Santa Clara County, California.

I warrant that I am fully empowered to sign the Agreement and to bind the party for whom I have signed. I have read, understand and agree to abide by the terms and conditions set forth herein. In witness hereof, I sign this Agreement which shall be effective from the date of execution set forth below.

By: _____

Print Name: _____

Title: _____

Date: _____