

The Jewish Museum of Maryland (JMM) Schedule of Fees for Reproductions

Reproduction for Personal Use:

Existing digital images	Free for first 5 images per year, then \$5 for 20
New digital images (by email or USB)	\$10 per image
Audiovisual materials	\$25 (<i>plus fees for videotape/DVD reproduction</i>)

Reproduction for Publication*:

Includes reproduction fee

Images for publication (in print and audiovisual media):

Small print runs (1-25,000)	\$40 per image
Large print runs (>25,000)	\$60 per image
Journals	\$40 per image
Digital	\$40 per image

Images for exhibition:

Temporary (<6months)	\$40 per image
Permanent or traveling (>6 months)	\$80 per image

Audiovisual materials \$150 (up to 30 minutes of content)

Images for commercial use
(Advertising and other non-editorial/
copy use) Contact Collections staff for rates

Object photography

\$25 flat fee for each object photographed by the Jewish Museum of Maryland. Please communicate any needs for shots of particular details, inscriptions, or angles of the object

If you would like professional photography or 3D imaging, JMM will coordinate the contract with an outside vendor and additional charges will apply. JMM will hold copyright to the original images.

Rush fee

If you require expedited reproduction, we will strive to deliver within 4 business days. There is a 100% increase in the price. Please email research@jewishmuseummd.org for rush requests.

Discounts

Non-profit organizations, JMM members, and students receive a 50% fee reduction.

***All users of JMM images will contribute a finished copy of the work to the JMM. All costs of shipping will be undertaken by the patron.**

The Jewish Museum of Maryland (JMM) Contract for Reproductions

Conditions of Reproduction

1. All photographs, digital images, and 3D images are the property of the Jewish Museum of Maryland. Reproduction or redistribution of these materials is forbidden without the express written consent of the Archives staff of JMM (see *Application for Permission to Publish*).
2. Photographic materials do not circulate and must be used in the Anne Adalman Goodwin Memorial Library at the Jewish Museum of Maryland. No prints, negatives, transparencies, or slides will be loaned for copying.
3. No refunds will be given for photographs ordered from the collections but not used by the patron.
4. If a negative is required to create a print, but is not a part of the collection, the JMM Archives will create a 4"x5" copy negative to fill a print order. The patron will assume the cost for each negative. All copy negatives will be retained by the JMM Archives. Copy negatives will not be sold to the patron.
5. Reproduction may be refused in cases of donor restriction or copyright law violation.
6. JMM does not claim to control the copyright for all materials in its various collections. The publishing party assumes all responsibility for clearing reproduction rights and for any infringement of the United States copyright law. JMM has no publicly available information concerning the existence and/or whereabouts of copyright holders (see Title 17 of the US Copyright Law).
7. Photographs used for exhibition or publication must be credited "Courtesy of the Jewish Museum of Maryland" followed by the accession number. JMM also reserves the right to require that the photographer's name, when known, be included in the credit. Payment of the fee does not exempt the user from the credit line requirement.
8. Permission to use a photographic reproduction is granted for one-time use only. Users must re-apply for use in any future editions, foreign language editions, paperback editions, web publishing, web sites, or other projects. The use of the reproduction in publicity for the initial project is considered a second use and requires separate permission.
9. Unless authorized in writing by the JMM Archives and noted in the credit line, images will not be shown with added coloring, superimposed or transposed, or altered or cropped in any way that significantly changes the meaning or context of the image, or compromises its authenticity as an historical document. Any alteration must be approved, in writing, by staff from the JMM Archives *prior* to publication.
10. One copy of any publication that uses reproductions from the JMM Archives shall be donated to JMM for inclusion in the Library Collection. This includes books, brochures, advertising materials, periodical issues, exhibition catalogs, CD, DVD and video productions, but shall not include motion picture films on reel. Shipping costs are to be borne by the patron and not by JMM.
11. The user agrees to defend, indemnify, and save and hold harmless the Jewish Museum of Maryland, its Library and Archives, and The Associated: Jewish Federation of Baltimore, and their employees or designates, from any and all costs, expense, damage and liability arising because of any claim whatsoever that may be presented by anyone for loss or damage or other relief occasioned or caused by the release of said images to the undersigned and their use in any manner, including their inspection, publication, reproduction, duplication or printing by anyone for any purpose whatsoever.
12. No reproductions generated by the JMM Archives will be deposited in any other library, archives, or repository without prior authorization.

Fees for Use of Reproductions

13. Reproductions of collections materials for commercial publications, exhibitions, product presentations, video production, interior design, advertising, or similar for-profit work done by consultants, or commercial design firms for government or non-profit agencies, or for personal use are subject to fees. Fees are for one-time and non-exclusive use and are in addition to any reproduction costs (see *Schedule of Fees*).
14. Manipulating or altering, reusing, displaying an inaccurate credit line, failure to receive proper permission or failure to protect a digital image from theft by not attaching a caption to the image itself will require a payment in the sum of One Hundred Dollars (\$100) per image as liquidated damages and not as a penalty in view of the difficulty of assessing actual damages for this breach.

**The Jewish Museum of Maryland (JMM)
Reproduction Order Form**

Name: _____ Telephone: () _____

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Organization: _____ Telephone: () _____

Address: _____ City: _____ State: _____ ZIP: _____

Resolution: _____ (dpi) **File Format:** _____ (jpg, tiff, pdf, mp3, etc.)

These materials are to be used for*:

___ Display ___ Online display ___ Research ___ Personal ___ Publication

**Please note: Display, Online Display, and Publication require Application for Permission to Publish form.*

<u>Object ID Number</u>	<u>Title/Subject</u>	<u>Size</u>	<u># of Copies</u>
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_____	_____	_____	_____

Please allow 2 to 4 weeks for the processing of your request.

Signing below indicates you have read and will comply with this contract.

Signature: _____

Organization: _____

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Date: _____

TOTAL DUE*: \$ _____

***Preferred payment is through JMM online payment platform. If you need to pay by check, please coordinate with JMM staff.**

**The Jewish Museum of Maryland (JMM)
Application for Permission to Publish**

Description of intended use of item(s) listed on the attached *Reproduction Order Form*:

Title or description of intended use: _____

Author/producer: _____

Publisher: _____

Projected date of publication/production: _____

Format for publication:

Book Magazine Film/Video Advertisement Periodical

School project Multimedia Other (please specify: _____)

Estimated size of edition/print run: _____

Type of usage (check all that apply):

Commercial use Non-profit Book Periodical Advertisement

Dissertation/Thesis Textbook Exhibition Catalog/Museum exhibit

Other, please specify _____

Required citation of item(s): _____

I/we herewith request permission to publish, exhibit, or broadcast the item(s) owned by The Jewish Museum of Maryland listed on the attached *Reproduction Order Form*. By signing, I/we indicate that I/we read and will abide by the *Copyright and Use Restrictions* set forth by The Jewish Museum of Maryland. Permission is effective only after this application is countersigned by an agent of the JMM Archives and after receipt of payment. Failure to receive payment makes this contract null and void and the patron will not receive permission to publish. I/we agree not to reproduce or publish any digital images in any format other than those designated in the *Permission to Publish* form. The patron bears responsibility to ensure that a caption and credit is attached to the digital image(s) at all times in a manner by which the credit and image cannot be separated. All digital files must be destroyed or returned to the JMM upon completion of any publishing project.

Signature: _____ Date: _____

Signature of JMM staff: _____ Date: _____