

THE WESTMORELAND MUSEUM of AMERICAN ART

221 North Main Street, Greensburg, PA 15601
Douglas Evans, Director of Collections and Exhibition Management
Telephone: (724) 837-1500, ext. 137
Email: dwevans@thewestmoreland.org

RIGHTS AND REPRODUCTIONS REQUEST

Date: _____

This agreement to reproduce works of art from the Westmoreland Museum of American Art collection is not complete until a contract is established between The Westmoreland and:

Name: _____ Title: _____

Organization: _____

Street: _____

City _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

OBJECT: *Please list as much information as possible about the artwork image you are requesting:*

Artist: _____

Title: _____ Date: _____

Medium: _____ Dimensions: _____

Credit Line: _____

Accession # _____

USAGE: *If granted approval, the image would be found in the following publication:*

Name of publication: _____

Author: _____

Publication date: _____

Type of Publication: commercial non-profit / scholarly

Publisher: _____

Languages: _____

Edition/Print Run: _____

THE WESTMORELAND MUSEUM of AMERICAN ART

CONDITIONS FOR PRINT REPRODUCTION

Print reproduction is defined as color or black and white images and text viewed on paper. Print reproduction of images from the collection of the Westmoreland Museum of American Art is subject to the following conditions.

1. All reproductions must be made from photographic/digital materials supplied by The Westmoreland. This license to reproduce, in part or in whole, may not be transferred to a third party nor may any photographic materials, its derivatives or digital files be transferred to any other user.
2. The following documentation: artist, title, date, medium, dimensions, and credit line must accompany the reproduction, either directly under it, on a facing page, on the reverse, or elsewhere in the publication, such as the index or list of illustrations.
3. **Permission is granted for ONE usage in ONE publication, ONE edition, and ONE language only.** Any further reproduction shall require an additional fee and written permission of The Westmoreland. Transparencies and disks cannot be sent on spec or on approval. There is no refund on rentals.
4. The reproduction must be printed in half-tone black and white or full color and may not be reproduced on color stock. Nothing may be superimposed on the reproduction, such as lettering or another image.
5. The work of art must be reproduced in its entirety and must not bleed off the page or be altered in any way. The reproduction of a specific detail must be approved in advance by The Westmoreland. If the image is not reproduced in its entirety, if it is cropped in any way, the caption **MUST** include the word "DETAIL" and the fact that it is a **detail** must be clearly noted in the documentation accompanying the reproduction.
6. To ensure accurate reproduction, a color proof must be submitted in a timely manner to The Westmoreland Director of Collections and Exhibition Management, who will advise the publisher of any necessary corrections to image defects, layout, copy, credit lines, or color. Proofs must reach us in sufficient time to allow corrections to be made before press time, and original transparency must accompany proof.
7. The Publisher must send TWO (2) copies of the publication in which the reproduction appears to the Director of Collections and Exhibition Management.
8. **The Westmoreland does not give exclusive rights to any Publisher or Photographer and makes no warranties or representations and assumes no responsibility whatsoever for any claims against applicant or The Westmoreland by an artist, his agent, estate, or any other party in connection with the reproduction of works of art in the collections of The Westmoreland. Additionally, the applicant agrees to indemnify The Westmoreland and hold it harmless against any and all such claims, including copyright infringement claims, royalty or fee demands and/or actions, including the costs thereof, arising as a result of the applicant's reproduction of the works of art in the collections of The Westmoreland.**

The Westmoreland will attempt to provide accurate and up-to-date information regarding the copyright status of the specific work requested. However, it is the responsibility of the Publisher to directly contact copyright owner. Reproductions of all copyrighted works must bear the copyright notice as prescribed by the Copyright Act of 1976 of the United States.

9. The Westmoreland reserves the right, at its sole discretion, to deny license to reproduce to any applicant without explanation.
10. This agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all of which together shall constitute but one and the same agreement.
11. The permission hereby granted terminates immediately upon publication.