

APPLICATION FORM FOR PHOTOGRAPHS REQUEST

Museo Poldi Pezzoli
Via Manzoni 12
20121 Milano

Fax: 02 45 47 38 11

e-mail: ufficioconservatori@museopoldipezzoli.it / dilorenzo@museopoldipezzoli.org

Request No. _____

Request date: _____

Applicant (name and surname): _____

Firm, Company, Institution: _____

Address: _____

Town: _____

State: _____

Zip code: _____

V.A.T. number: _____

Telephone No. _____

Fax No.: _____

e-mail: _____

Images requested	Catalogue	Type	Measures
No. of copies (list if needed)			

PROJECT DESCRIPTION (REQUEST CAUSE)

A. Press publishing (books, guides, covers, folders, magazine or other scientific or didactic publication, periodicals, newspapers, catalogues, brochures, CD/DVD/videotapes covers, display exhibitions/shows). Please write author, title, publishing date (approximate), publisher, language and users of the edition, type of distribution.

B. Moving images/video (television, movies, documentary, videotapes, DVD). Please write title, producer, distribution, type of public, finishing date and availability to public date.

- C. Electronic supports (Internet, digital images, software, CD-Rom, multimedia products)

PRICE-LIST FOR REPRODUCTION OF IMAGES AND RENT OF TRANSPARENCIES OR OTHER PHOTOGRAPHIC MATERIALS

The Poldi Pezzoli Museum (the Museum) houses works of art, images of them belong exclusively to the Museum and can be reproduced and used only for the purpose specified in the application form. Images of some of the works have not yet been made from the Museum, and can be done on request by a photographer appointed by the Museum. The Museum has black and white film negatives of every object. Photographs of details or transparencies can be made on request. Photographic materials of objects belonging to the Museum are rented to the applicant. This material, film negatives and transparencies (ecktachromes) is a Museum property and can not be sold.

	€ (each)	# of copies	Total
Digital images	€ 100,00		€ -
REPRODUCTION FEES			
Prices of photographic material rental do not include reproduction rights which are listed below.			
Press publishing (b/w and colours photos): for books, periodicals, newspapers, etc., moving images/video, electronic images (b/w and colours): Computer, software and CD-Rom, Internet and websites, multimedia products			
euro (each)	€ 100,00		€ -
for the covers	€ 200,00		€ -
TOTAL			€ -

Photographs and copyright fee must be paid in advance by:

bank transfer to UBI Banca, via Monte di Pietà 7 - 20121 Milano
code IBAN: IT68 R 03111 01645 000000035572 code BIC: BLOPIT22567

Credit Card:

VISA MASTERCARD EUROCARD Number _____ CV2 _____

Expiration date _____

Owner _____

Date of birth _____ Signature _____

Please notify us of your transactions details at the time of payment.

Permission to publish photographs must be requested specifying the kind of publication (scientific or commercial) and its distribution, a copy of the volume must be sent to the Museum. Colour prints and single slides are not available.

Order date: _____ Name of person ordering: _____

Signature: _____

CONTRACT FOR REPRODUCTION OF IMAGES AND PHOTOGRAPHIC MATERIAL RENTAL AND USE

- A. **REQUEST:** The request for reproduction of images and photographic material rent from the Museum has to be written and signed by the applicant. The request form is not completed if it does not include these contract conditions. The contract between the Museum and the applicant is not effective till the Museum accepts the request and the applicant has accepted and signed these regulations.
- B. **MATERIALS:** All photographic materials , film negatives and transparencies belong exclusively to the Museum and will be used only as specified in the application and after the payment of the due fees. Photographic materials are rented from the Museum for two years from this contract date and only for the mentioned purpose. All photographic material remains property of the Museum and can not be sold. After six months from the signature of the contract between the Museum and the applicant, the latter will return all the photographic materials of the Museum as specified in the contract.
- C. **FEES:** fees for reproduction of images, for photographic material rent and for the use of it, as specified in the application form should be paid to the Museum prior to reproduction and use of the photographic material. Even in case of no reproduction nor use of photographic material. Failure to pay the required fees means that permission has not been granted.
- D. **REPRODUCTION RIGHTS:** Editorial use is allowed only once, and only for one publication, even for electronic supports, and only for one language version, as stated in the application form. Different agreements can be made with the Museum, only upon written request. Any of them will be non-exclusive. Further reprints or re-editions , re-use of the photographic material of any kind, must be proceeded by a new application and it is not covered by the original fee or permission to reproduce. Applicant will not grant, hand over or transfer rights on the photographic material rent and use (except for different agreements signed by the Museum). Rent and use of photographic material on electronic support (software, CD-ROM, internet, websites), is allowed only if, for the photographic material, will not be possible to be uploaded or unloaded or reproduced by a third unauthorized part. The distribution of the material on line or through intranet or other similar channels is not allowed. The applicant guarantees that measures will be adopted in order to avoid printing of the photographic material either on electronic supports or on files with digital images that can be published even without the Museum permission. If after a year from the signing of the contract, the right of reproduction has not been used, the applicant will not have the right to use the material and will have to apply for a new request with the same regulation as before. The Museum reserves the right, in its sole discretion, to refuse the rent and the rights of reproducing photographic material if the project written in the application is not accepted by the Museum. Permission to reproduce is conditioned upon payments of the fees involved prior to publication.
- E. **IMAGES AND MATERIAL:** It is not allowed to alter in any way the photographic material or the reproduction of images belonging to the Museum, some exceptions are possible only with written permission from the Museum.

- F. **CREDIT LINES:** An acknowledgement approved by the Museum must appear in the proximity to the reproduction. Each reproduction will have the following captions: author of the work of art, title, date, Museum name and of the donor. If requested by the photographer should be indicated the photographer name and date of the photo. Even in movies, CD-ROM, and videotapes: authors and title of the work, date, name of Museum, as well as in the related manuals, must be included in the credits.
- G. **COPY OF THE PUBLICATIONS:** A copy of each publication (either on paper or on electronic supports) must be forwarded free of charge to the Museum that will use it, as provided by the law, and will place it at public disposal (free of charge) through the Museum Library .
- H. **RESTRICTIONS TO THE USE OF THE MATERIAL:** The law rules the conditions of reproduction and use of the material under copyright. Further use and reproduction of images are not allowed without the permission of the Museum. The Museum assumes no responsibility for claims against the applicant or the Museum by third parties. Applicant agree to indemnify the Museum and hold it harmless against any and all such claims and costs, including copyright infringement claims arising out of applicant's reproduction of the work/s in question.
- I. **RESTRICTION OF RESPONSIBILITY:** The Museum makes no warranties or representations and assumes no responsibility whatsoever for any claims, royalties or fees demanded by any party in connection with the reproduction of artworks in the Museum collections. Additionally the Applicant agrees to indemnify the Museum and hold it harmless against any and all such claims, demands and /or actions, including the costs thereof arising as a results of the applicant's reproduction of the artworks in the Museum collections

Applicant _____

Signature and date _____

On behalf of the Poldi Pezzoli Museum _____

Signature and date _____

Applicant has read and agree to all the conditions of the contracts (particularly D, H and I).

Applicant _____

Signature and date _____

On behalf of the Poldi Pezzoli Museum _____

Signature and date _____