



34-56 107th Street, Corona, NY 11368
718-478-8274 • www.louisarmstronghouse.org

PHOTO USE POLICY

- 1. Introduction.** The Louis Armstrong House Museum is the world's foremost repository of materials relating to Louis Armstrong. A major part of the mission of the Museum is to disseminate information from its collections. The Museum welcomes proposals from commercial publishers, record companies, scholarly journals, network, local, and cable broadcasters, and all other such agencies, large or small, for publication, broadcast, exhibit, display, and other use of materials in its collections. At this time, the Museum does not provide materials to individuals for personal use.
- 2. Permission.** Any publication, broadcast, exhibit, display, or other use of materials from the Museum collections must be preceded by completing and signing a *Photo Use Agreement* (see a sample below).
- 3. Selection of materials.** Publishers may visit the Museum to research the collections. Publishers may also consult the Photo Catalog on our website to select appropriate images. In addition, publishers may request materials by citing previous publications, or by subject.
- 4. Photo request submission.** Publishers will fill out the *Photo Request Form* on our website and submit it to the Museum.
- 5. Processing time.** In general, the Museum processes photo requests within ten business days. The Museum processes rush orders only when possible.
- 6. Fees.** The Museum charges a fee to cover research, reproduction, staff time, and other costs (see fee schedule below). The fees are comparable to the fees charged by other not-for-profit cultural institutions. The earned income from publications is used to continue the programs and work of the Museum.
- 7. Restrictions.** Some materials in the collections are not available for publication. Items that are too delicate for handling (e.g., pages in a fragile scrapbook) may not be published until conserved. Photographs that display a photographer's credit may not be reproduced without the written permission of the photographer. Donated materials may have restrictions imposed by the *Deed of Gift*. Requests that consume an unreasonable amount of staff time may also be denied. The decision to publish is made solely by the Director of the Museum or his or her designee.

8. **Intellectual property rights.** The intellectual property rights to a photograph are typically held by the photographer who took the photograph. The majority of photographs in the Museum's collections do not display photographer's credits, and in many cases it is nearly impossible to identify who took the photographs. The Museum allows the publication of such photographs, but the publisher assumes responsibility for their use. That responsibility is outlined in the *Photo Use Agreement*.
9. **Louis Armstrong Educational Foundation.** Louis Armstrong's estate is administered by the Louis Armstrong Educational Foundation. Some publication projects (e.g., the use of Armstrong's image for commercial purposes) require the permission of the Louis Armstrong Educational Foundation. The publisher is responsible for securing such permissions from the Louis Armstrong Educational Foundation. The Louis Armstrong House Museum will provide contact information for the Louis Armstrong Educational Foundation when requested.
10. **Reuse.** The *Photo Use Agreement* typically covers a single project. If the publisher wishes to reuse materials for an additional project, the publisher must reapply.



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PHOTO USE AGREEMENT

Photo Use Agreement between the Louis Armstrong House Museum—a department of Queens College of the City University of New York (hereinafter called MUSEUM)—and the following person, organization, department, or other entity (hereinafter called RECIPIENT):

ENTITY:
CONTACT:
ADDRESS:
TELEPHONE:
FAX:
E-MAIL:
WEB SITE:

1. Subject to the terms of this *Agreement for Publication, Broadcast, or Other Use*, the MUSEUM hereby grants RECIPIENT permission to publish or broadcast or otherwise use reproductions of the following items:

COLLECTION:
SERIES:
ACC. NO:
DESCRIPTION:

2. The purpose and details of the publication or broadcast shall be solely as follows:
3. The MUSEUM shall provide requested items to the RECIPIENT as follows:

TIFF file scanned at 300 dpi. File shall be () downloaded from secure website or () provided to RECIPIENT on compact disc.
4. The reproduced item(s) may be used for publication or broadcast or other use only as described above, and may not be published, broadcast, displayed, reproduced or otherwise used except as described above. Any other use of the reproduced item(s) is a violation of this Agreement. Permission for additional language editions, subsequent editions, promotional use, or other uses will be considered by the MUSEUM only upon separate application.
5. Items for publication or broadcast or use shall be reproduced by MUSEUM staff or an agency designated by the Director of the MUSEUM. Any and all costs attributed to reproducing the

items shall be paid for by RECIPIENT upon receipt by RECIPIENT of an *Agreement for Publication, Broadcast, or Other Use* executed by MUSEUM. Payment must be made by check made out to the "Louis Armstrong House Museum" Federal ID: 11-6001344. No reproductions will be made and no publication or broadcast is authorized until payment for all reproduction costs and the publishing fee is received by the MUSEUM.

6. The RECIPIENT agrees to pay a publishing fee of _____ dollars (\$_____) to the MUSEUM. The publishing fee must be paid by RECIPIENT upon receipt by RECIPIENT of an *Agreement for Publication, Broadcast, or Other Use* executed by the MUSEUM. Payment must be made by check made out to the "Louis Armstrong House Museum" Federal ID: 11-6001344. No reproductions will be made and no publication or broadcast is authorized until payment for all reproduction costs and the publishing fee is received by the MUSEUM.
7. All reproduced items published from the MUSEUM must prominently display the following acknowledgment: "Courtesy of the Louis Armstrong House Museum."
8. The MUSEUM assumes no responsibility for royalties or fees claimed by third parties. In the case of works by living artists and/or works subject to the 1976 Copyright Act, and regulations pursuant thereto, written permission must be secured by the applicant from the artist, his/her agent, or the copyright owner.
9. The estate of Louis Armstrong is administered by the Louis Armstrong Educational Foundation. If the publication or broadcast requires the permission of the Louis Armstrong estate, the RECIPIENT must contact the Louis Armstrong Educational Foundation to acquire such permission.
10. RECIPIENT agrees to indemnify and hold harmless the MUSEUM, Queens College, the City University of New York, the City of New York and the State of New York against any and all claims, actions and costs (including attorney's fees) arising out of, or in connection with, the use of the reproduced items other than as set forth in this Agreement.
11. All right, title and interest in and to the reproduced items shall remain with the MUSEUM.
12. RECIPIENT will send to the MUSEUM two (2) copies of the publication or broadcast containing the reproduced items, at no charge, as well as any loaned materials, within fifteen (15) days after publication or broadcast.
13. All notices required or desired to be given under this Agreement shall be in writing and sent by hand delivery, facsimile, or certified mail, return receipt requested, to the Director, Louis Armstrong House Museum, 34-56 107th Street, Corona, NY 11368, fax: 718-478-8299 and to RECIPIENT as set forth on the first page of this *Agreement for Publication, Broadcast, or Other Use*.
14. In addition to all other rights and remedies which may apply in equity or at law, RECIPIENT must pay one hundred thousand dollars (\$100,000.00) for any willful infringement of this Agreement.
15. This Agreement grants RECIPIENT non-exclusive rights for use.
16. This agreement shall be governed by the laws of the State of New York. The RECIPIENT consents to exclusive jurisdiction of the courts of the State of New York

17. RECIPIENT shall not assign any right, title or interest in or to this Agreement without prior written consent of the MUSEUM.
18. This Agreement sets forth the entire Agreement of the parties, and any modification shall not be binding unless made in writing and signed by both parties. This Agreement shall not be binding until duly executed by the MUSEUM.

RECIPIENT:

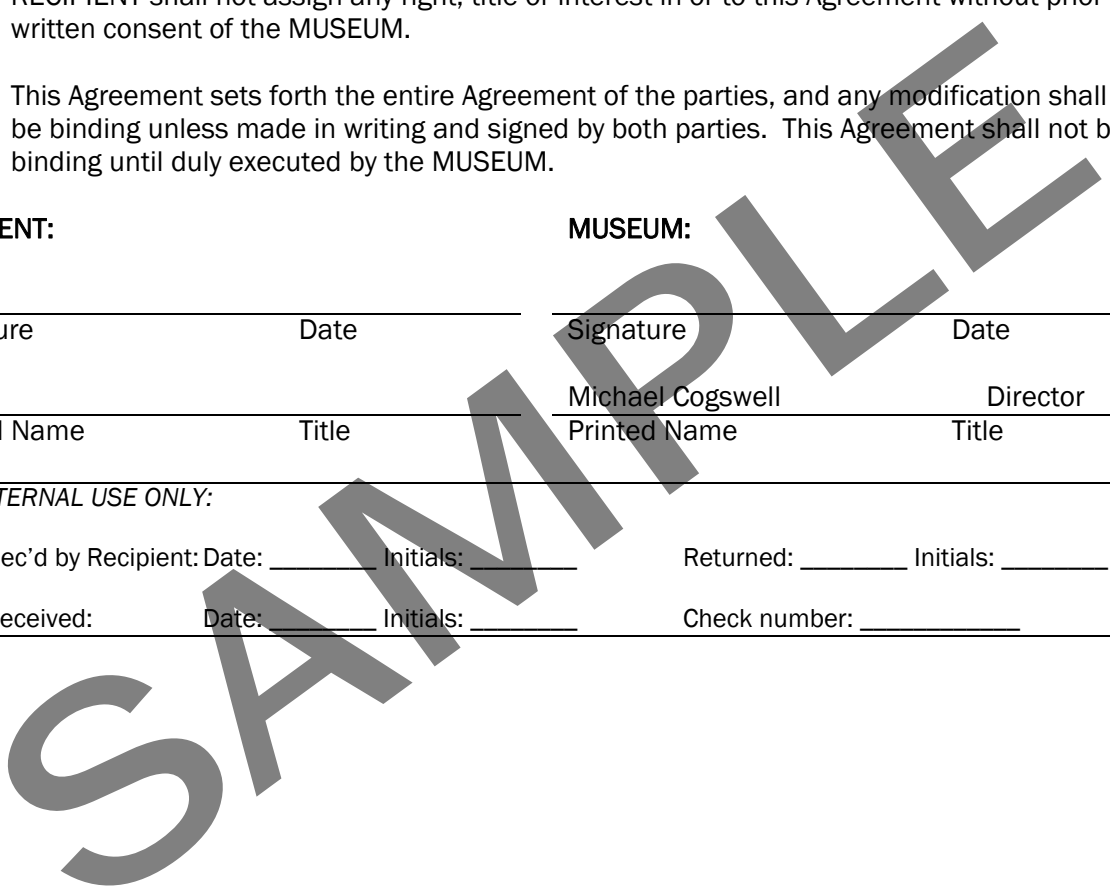
MUSEUM:

Signature _____	Signature _____
Date _____	Date _____
Printed Name _____	Michael Cogswell
Title _____	Director
Printed Name _____	Title _____

FOR INTERNAL USE ONLY:

Items Rec'd by Recipient: Date: _____ Initials: _____ Returned: _____ Initials: _____

Check received: Date: _____ Initials: _____ Check number: _____





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FEE SCHEDULE

Books and Magazines	Black & White	Color
One country, inside use, single language	125.00	175.00
Cover	150.00	275.00
World rights, one language	150.00	275.00
Cover	200.00	325.00
World rights, all languages	200.00	300.00
Cover	300.00	400.00
 Poster		
One Country, one language	150.00	275.00
World rights, one language	200.00	350.00
World rights, all languages	250.00	375.00
 Television or Film Production		
One Country Distribution	200.00	275.00
World Distribution, one language	275.00	325.00
World Distribution, all languages	425.00	675.00
 Non-broadcast Video Production		
One Country Distribution	175.00	225.00
World Distribution, one language	250.00	350.00
World Distribution, all languages	275.00	375.00