

Image Use Agreement

Please read the following policies and procedures carefully. Your signature will indicate that you will comply with all the provisions herein. Please email the completed agreement to: ImageUse@museumofplay.org. Alternatively, you may mail the completed agreement to: **Collections Image Requests, The Strong, One Manhattan Square, Rochester, NY 14607.**

Image Use Policies and Procedures

Image Requests:

- To request the use of images from The Strong's collections, please:
 - Complete and sign this agreement and return the completed form as an email attachment or by U.S. Mail as directed above.
 - In return, you will receive an invoice for the use based on The Strong's Rights and Reproductions Image Fee Schedule. Along with the invoice, you will be sent a link for secure online payment via credit card.
 - Once you receive a receipt from the payment system, you will need to forward it to your contact at The Strong as confirmation that payment has been completed.

Image Delivery:

Within 2 weeks of our receipt of full payment, you will receive:

- An electronic file of your requested image(s).
- A copy of your agreement countersigned by The Strong authorizing **one-time use** of the digital image(s) or file(s).

Restrictions and Requirements:

- Images will only be released upon receipt of payment by The Strong.
- The following credit line must accompany all images: **Courtesy of The Strong National Museum of Play, Rochester, New York.**
- Images shall not be used to show or imply the museum's endorsement of any commercial product or enterprise, or to indicate that the museum concurs with the opinions expressed or confirms the accuracy of any text used with these images.
- Permission will be granted only to the extent of the museum's ownership of the rights relating to the image request. **The Strong is not responsible for either determining the copyright status of the material or for securing copyright permission.** The user accepts full responsibility for determining whether or not U.S. copyright law protects the materials being copied and whether or not their use exceeds the limits of fair use. The user of such materials is solely responsible for acquiring any permissions that may be required and agrees to indemnify and hold The Strong harmless from any claims, of infringement or otherwise, that may arise out of the recipient's use of the materials. The user likewise assumes full responsibility for conforming to the laws of libel, invasion of privacy, and copyright.

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- Permission will be granted for non-exclusive and one-time, one-edition, single-language use (unless purchasing multi-language rights for an additional surcharge). For licenses for audiovisual works, licensing includes all distribution media, except theatrical, for one production. Additional fees are required for re-use. Research/personal-use permissions do not include any rights to reproduce, publish, adapt, perform, record, or otherwise use materials beyond private study, scholarship, or research.
- Image details may be used only by special permission and must be indicated in the credit line. The museum reserves the right to inspect sketches and layouts prior to granting permission for reproduction.
- The museum reserves the right to inspect and approve color proofs.
- Immediately upon publication or production, the applicant will supply one copy of the work to The Strong at no cost, unless a written waiver of this requirement was previously obtained.

Applicant Information for Image Use

Name: _____ Date: _____

Organization: _____

Street: _____

City: _____ State: _____ Zip: _____ Country: _____

Phone: _____ Email: _____ Fax: _____

Summary of request: _____

Image Use Information *(Please check all that apply and fill out applicable publication details.)*

Publications (Text-Based)				
Commercial/For-Profit	Print Run 1–5,000	Print Run 5,001–50,000	Print Run 50,001–100,000	Print Run 100,001–500,000
Print: Single Country Rights (book, journal, calendar, etc.)				
Print: World Rights (book, journal, calendar, etc.)				
Electronic Rights (e-book, e-journal, web article, etc.)				
Publishing Bundle: Single Country Rights (includes print and electronic rights)				
Publishing Bundle: World Rights (includes print and electronic rights)				
Surcharge for cover/exterior use				
Surcharge for multi-language				

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Publications (Text-Based) (continued)				
Not-for-Profit <i>Proof of not-for-profit status required</i>	Print Run 1–5,000	Print Run 5,001–50,000	Print Run 50,001–100,000	Print Run 100,001–500,000
Dissertations				
Print: Single Country Rights (book, journal, calendar, etc.)				
Print: World Rights (book, journal, calendar, etc.)				
Electronic Rights (e-book, e-journal, web article, etc.)				
Publishing Bundle: Single Country Rights (includes print and electronic rights)				
Publishing Bundle: World Rights (includes print and electronic rights)				
Surcharge for cover/exterior use				
Surcharge for multi-language				

Title/Description: _____
 Author/Producer: _____
 Publisher/Production Company: _____
 Publication/Broadcast/Other Date: _____

Audiovisual Works (Broadcast, Documentary, Internet-Streamed works [ex. YouTube videos], etc.)		
	Not-for-Profit	Commercial
Photograph or still image		
Audio file		
Video file		
Video capture of video games file		

Title/Description: _____
 Author/Producer: _____
 Publisher/Production Company: _____
 Publication/Broadcast/Other Date: _____
 Distribution Media: _____

Image Use Agreement

Museum/Exhibition Use						
	Photograph or Still Image		Audio File		Video File or Video Game Capture	
	Not-for-Profit	Commercial	Not-for-Profit	Commercial	Not-for-Profit	Commercial
Physical Exhibition*						
Promotional Use (including web)						

*Including exhibition video [not for broadcast, sale, or other distribution] and educational materials such as gallery guides, teachers' packets, etc.

Name of Organization: _____

Title of Exhibition: _____

Duration of Exhibition: _____

Other Web Use						
	Photograph or Still Image		Audio File		Video File or Video Game Capture	
	Not-for-Profit	Commercial	Not-for-Profit	Commercial	Not-for-Profit	Commercial
Online Exhibition*						
Web Page (excluding online articles and online exhibitions)						

*Including exhibition video [not for broadcast, sale, or other distribution] and educational materials such as gallery guides, teachers' packets, etc.

Name of Exhibition or Description of Web Use: _____

Research/Personal Use	
Reference photocopies/scans	
Game rules or toy instructions	
Photograph or still image	
Audio file	
Video file	
Video capture of video games file	

Image Information

Order No. _____

Object ID or Call Number	Description

The following credit line must appear either in immediate proximity to the image or in a section devoted to acknowledgements: **Courtesy of The Strong National Museum of Play, Rochester, New York**

Acceptance of Policies and Provisions

I have read and understood the conditions in this Image Use Agreement and the accompanying Image Use Policies and Procedures. I hereby agree to comply with these policies and all other copyright restrictions and requirements.

Applicant's Signature _____

Approval by The Strong

The Strong grants permission for image use according to the conditions listed herein.

Approval Signature _____ Date _____

Please email the completed request to: ImageUse@museumofplay.org. Alternatively, you may mail the completed application to: **Collections Image Requests, The Strong, One Manhattan Square, Rochester, NY 14607.**