



San Diego Air & Space Museum Library & Archives
2001 Pan American Plaza, San Diego, CA 92101
Phone: (619) 234-8291 x 125, Fax: (619) 233-4526
www.sandiegoairandspace.org

Reproduction Request Form and Contract

Name _____
Organization or Agency (if appropriate) _____
Address _____
City, State and Zip _____
Phone _____ Fax _____
E-mail address _____

Intended Use of Material

____ Personal use, research or display prints. These materials will not be copied, scanned or reproduced.

____ Publication or production requests

Author/Publisher/Director/Producer _____

Title or description of use _____ Projected date of publication _____

Format _____ Number of copies or size of market _____

*A copy of any publication using the reproduction(s) is required for the SDASM Library & Archives.
Credit must read: San Diego Air & Space Museum or as specified by SDASM.*

Material Requested

Call number	Description	Quantity	Size	Cost
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total: _____

Statement of Responsibility: I certify that the information on this form is correct and I accept the "Conditions of Use" stated on the reverse side of this agreement. I am authorized to enter into this agreement on behalf of the above named organization.

Signature of Applicant _____ Date _____

CONDITIONS OF USE:

1. All requests to reproduce items from our holdings must be submitted on this application. The applicant agrees to abide by all terms, conditions, and provisions of this agreement.

Permission for reproduction is granted only when this application is countersigned by an authorized representative of the Museum's Library & Archives (L&A). Permission for reproduction is limited to the applicant and is non-transferable. Permission for reproduction is granted only for the purpose described in this application.

2. Applicant is granted permission for non-exclusive, one time use of the material. Applicant must re-apply to use the material in another production. All still/moving image and audio recordings remains the property of SDASM. Applicant agrees to use the material only for the purpose stated herein. SDASM retains all rights it has in materials including, without limitation, its rights to publish, reproduce, or distribute these materials or to grant permission to others to do so. These materials may not be deposited in or donated to other repositories or libraries.

In the event the applicant engages in unauthorized reproduction of the materials, the applicant agrees to pay the L&A a sum of equal to three times the normal commercial use fee, not as a penalty but as liquidated damages agreed upon due to the difficulty in assessing actual damages incurred.

The L&A reserves the right to refuse reproduction of its holdings if it feels fulfillment of that order would be in violation of copyright law or other law. The L&A reserves the right to refuse reproduction of its holdings and to impose such conditions as it may deem advisable in the best interests of the Museum.

3. In addition to the permission of the San Diego Air & Space Museum, additional permission may be required. Those permissions may include, but are not limited to:

COPYRIGHT: The San Diego Air & Space Museum does not hold the copyright to all items in its collection. If the work is subject to copyright, the copyright remains with the producer or publisher of the work or others to whom the copyright may have been assigned. The researcher is responsible for obtaining permission from the copyright holder before publishing any of this material.

WARNING CONCERNING COPYRIGHT RESTRICTIONS

The copyright law of the United States (Title 17, United States Code) governs the making of photocopies or other reproductions of copyrighted materials. Under certain conditions specified in the law, libraries and archives are authorized to furnish a photocopy or other reproduction. One of these specified conditions is that the photocopy or reproduction is not to be "used for any purposes other than private study, scholarship or research." If a user makes a request for, or later uses, a photocopy or reproduction for purposes in excess of "fair use," that user may be liable for copyright infringement.

PRIVACY: An individual depicted in a reproduction has privacy rights as outlined in "Protection of Human Subjects," Title 45 *Code of Federal Regulations*, Pt. 46. The L&A reserves the right to require a release from individuals whose privacy may be violated by the publication of an image.

It is the responsibility of the applicant to obtain permission to publish reproductions from the owner of copyright (the institution, the creator of the record, the author, or his/her transferees, heirs, legatees, or

literary executors). The L&A will aid the applicant in contacting individuals pertaining to permissions by providing addresses, when available. However, the L&A does not warranty the accuracy of that information, and shall not be responsible for any inaccurate information.

The applicant agrees to hold the San Diego Air & Space Museum and its agents harmless against any and all claims arising or resulting from the use of this image, film, or audio recording and shall indemnify the Museum and its agents for any and all costs and damages arising or resulting from any such unauthorized use.

4. All reproductions must include the credit line "Courtesy of the San Diego Air & Space Museum." Credits should appear in close proximity to the image or in a special section devoted to credits. However, reproductions distributed electronically must contain the credit or caption as part of the image. When permission is granted to disseminate reproductions electronically, the L&A reserves the right to require an electronic watermark or other identifying code within the scanned file.

5. Images may be cropped to suit design and layout, but they may not be altered or drawn upon or manipulated in any way so that they look different from the way they appear in the historical collection. If permission is granted to distribute an electronic copy of an image, the distributed copy shall not exceed a display or print resolution of greater than VGA screen resolution (72 dots per inch or 640x480 pixels).

6. The applicant agrees to pay the reproduction and/or usage fees assigned. See *Reproduction & Usage Fee Schedule*. The L&A charges a fee to cover research, reproduction, staff time, and other costs. The fees are comparable to the fees charged by other nonprofit cultural institutions. Revenue generated from the purchase and use of the reproductions assists in the preservation of the collections.

7. The applicant agrees to send one copy of the work containing the reproduction at no charge to the Museum's L&A. All expenses for shipping and handling are to be borne by the applicant. If the final product is a posting on an electric site accessible by the public, the URL shall be provided.

ENDORSEMENTS:

By signing this application, I accept personally and on behalf of any organization I represent the conditions set forth above.

Signed _____ Dated _____

When signed by an authorized agent of the San Diego Air & Space Museum, this form constitutes permission for reproduction as outlined in this application.

Signed _____ Dated _____