



Application for Permission to Publish

Name of Applicant: _____

Applicant title: _____

Organization or agency (if applicable): _____

Type (circle): Commercial Non-profit (Tax ID # _____) Government Academic

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Email: _____

Material to Be Published (attach additional sheet if necessary):

Collection Name	Portion to be published (box/folder/object number, description)
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Requested format(s): _____

Other specifications: _____

Intended use of material: _____

Title of the work/description of use: _____

Author/curator/producer: _____

Publisher: _____

Address of publisher: _____

Projected date of publication/broadcast/exhibition: _____

Languages: _____ Print run: _____

Publication format(s): Book Periodical article Film/video Website
(check all that apply) School project Advertisement Other _____

1. Conditions of Use

- a) The Rock and Roll Hall of Fame and Museum, Inc.'s (the "Museum's") library and archival collections are obtained from many sources and are intended primarily for research and educational purposes. Certain works may be subject to third party rights (such as copyright, privacy rights, or publicity rights). Any permission to publish granted by the Museum only relates to the Museum's rights in the subject material. The responsibility for ascertaining whether any additional rights exist, and for obtaining all necessary permissions prior to use of the materials, remains with the applicant. The holder(s) of these rights may charge fees in addition to those charged by the Museum. Upon applicant's request, the Museum shall attempt to provide contact information for copyright owners whenever possible and to the extent the Museum has such information in its possession and such information is not confidential.
- b) Permission to publish must be requested and granted in writing on this form. Publication includes, but is not limited to: print publication, dissemination in an electronic or digital publication, or public distribution via any other media, including web publication, film, or microfilm.
- c) Requests for permission to publish are considered on a case-by-case basis. Unless stipulated otherwise, publication permission is:
 - for one-time, non-exclusive use of a particular material,
 - is contingent upon receipt of applicable fees, and
 - requires appropriate citation for the particular material published.
- d) Any subsequent use of a particular material (including subsequent editions, paperback editions, digital editions, foreign language editions, or any different form or media) constitutes reuse and must be applied for through a separate Application for Permission to Publish form.
- e) The Museum reserves the right to extend or withhold permission to publish reproductions of materials in its collection at its sole discretion.
- f) Reproductions supplied by the Museum may not be copied, scanned, exhibited, resold, or used for any other purpose than that specified in this application. Copies shall not be deposited in another library, archives, or repository, except as such copies may be included in a final product (such as a book, thesis or dissertation) that is deposited in such library, archives, or repository.
- g) In the event applicant engages in unauthorized reproduction or use, applicant agrees to pay the Museum a sum equal to three times the normal fee, not as a penalty but as liquidated damages due to the difficulty in assessing actual damages incurred. Additionally, the Museum may in the event of unauthorized reproduction require the surrender of all materials containing such unauthorized reproduction, and applicant agrees that such materials shall be immediately surrendered upon receipt of a request from the Museum. The liquidated damages operate separately from any indemnity obligations of the applicant and do not prevent recovery by the Museum for actual damages arising from claims by third parties, nor do they prevent the Museum from seeking an injunction or other equitable relief for intellectual property violations by the

applicant.

- h) Applicant shall use good faith efforts to offer, free of charge, **one copy** of the publication/project to the Museum for its library and archives collection and to be used for the Museum's educational or library and archival purposes (including promotion of the foregoing purposes).

2a) Commercial Use Fees for Paper and Photographic Materials

A **\$100.00** use fee is charged for a one time, non-exclusive, one-language, one edition, world-wide, commercial use of paper and photographic materials in the Museum's archival collections. These uses may include but are not limited to online website or database displays, publication in textbooks, newspapers, the popular press, television broadcasts, film and video productions, display in business venues, or other commercial ephemera (menus, posters, brochures). A **\$300.00** use fee is charged for multiple uses of a single edition, including multiple broadcasts or screenings, multiple distribution channels (i.e., hard copy and online books), or various language editions of the same work.

2b) Commercial Fees for Audio

The following fee schedule is for a one time, non-exclusive, one-language, one edition commercial use of audio in a single production, with a one minute minimum charge.

Broadcast Area	Charge for First Minute	Charge for Each Additional Second
Local/State/National/World (including WWW distribution)	\$200.00	\$4.00
CD, DVD, Blu-ray or other media, digital download	\$100.00	\$2.00

2c) Commercial Fees for Video (not created by the Museum)

The following fee schedule is for a one time, non-exclusive, one-language, one edition commercial use of video or film in a single production, with a one minute minimum charge.

Broadcast Area	Charge for First Minute	Charge for Each Additional Second
Local/State/National/World (including WWW distribution)	\$400.00	\$8.00
CD, DVD, Blu-ray or other media, digital download	\$250.00	\$5.00

2d) Commercial Fees for Video (created by the Museum)

The following fee schedule is for a one time, non-exclusive, one language, one edition commercial use of video or film in a single production, with a one minute minimum charge.

Broadcast Area	Charge for First Minute	Charge for Each Additional Second
Local/State/National/World (including WWW distribution)	\$1000.00	\$20.00
CD, DVD, Blu-ray or other media, digital download	\$600.00	\$12.00

Commercial use **fees are not charged** for uses of Library and Archives materials in student papers, theses and dissertations; however, Reproduction fees may still apply.

3) Other Fees

In addition to the permission to publish fee, there are applicable Reproduction fees imposed by the Museum for original photography, digital reproduction, outsourcing of audiovisual reproduction, printing, delivery, and other services and materials. The applicant must bear the costs of these services.

4) Citation Form

The Museum requires that any authorized publication, exhibition, or redistribution of reproductions of materials in the Museum’s archival collections be accompanied by a proper citation to its source. Presentation of our materials in web pages, multimedia, print, or television must be accompanied by a cutline citation to the Museum, preferably in close proximity to the item as shown below.

Courtesy of the Rock and Roll Hall of Fame.

When materials are reproduced online, the Museum requests a link back to its library website: <http://library.rockhall.com>. The Museum also reserves the right to require an electronic watermark or other identifying code within the digital file. Materials appearing in scholarly work must be accompanied by full citations with the collection title in addition to the cutline citation form below.

[Collection name], Library and Archives, Rock and Roll Hall of Fame.

The publication, exhibition, or redistribution of reproductions of the Museum’s physical property shall not be used to show or imply the Museum’s endorsement of any commercial product or enterprise, or to indicate the Museum concurs with opinions expressed in, or confirms the accuracy of any text used with, the reproductions. Note that the payment of a Commercial use fee does not exempt the user from the credit line requirement.

5) Indemnification

Applicant agrees to indemnify and hold harmless the Museum, its trustees, employees, and agents from and against any suits, claims, actions, penalties, and expenses (including reasonable attorney’s fees) arising from or related to applicant’s use of any copies of materials provided by the Museum including, without limitation, claims for copyright infringement and invasion of privacy.

The permission to publish is (i) governed by and should be construed in accordance with the laws of the State of Ohio excluding its conflicts of laws provisions; (ii) is the entire agreement between the parties and supersedes all other agreements, oral or written, concerning its subject matter; (iii) may be modified only by a writing signed by all parties; (iv) is binding on the parties’ successors, assignees, and heirs; and (v) may be signed in counterparts, each of which is an original and all of which together constitute the same instrument. The parties irrevocably agree to submit any dispute arising from or related to the permission to publish to the exclusive jurisdiction of any applicable state or federal courts located in the County of Cuyahoga in the State of Ohio and will make no attempt to transfer venue for any reason, including inconvenience.

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

Applicant signature: _____ Date: _____

Applicant name (printed): _____

Applicant title: _____

Organization (if applicable): _____

When signed by an authorized agent of the Museum, this form constitutes permission for publication as outlined in this application.

Signature: _____ Date: _____
Senior Director of Museum & Archival Collections

Reproduction Fees: \$ _____

Permission to Publish Fees: \$ _____

Other Fees: \$ _____

Total: \$ _____

Payment Received: \$ _____

Cash Check Credit Card

Staff initial: _____