

CONDITIONS OF PERMISSION

1. Applications to use images for publication should be made in writing to the Director of Library Services. Please describe the image and state the intended use. Brooklyn Botanic Garden reserves the right to refuse use of certain materials and to impose such conditions as it may deem advisable.
2. It is the policy to charge a fee for the reproduction or publication of items from the collection. There is no fee for citing material from the collection or for the fair use of quotations.
3. Brooklyn Botanic Garden does not own reproduction rights to material in its collection in all instances. All responsibility for questions of copyright that may arise from reproduction of material must be assumed by the applicant. Applicants shall be responsible for including any and all necessary copyright notices.
4. In requesting permission to reproduce a copy of the material described, the applicant agrees to hold harmless Brooklyn Botanic Garden from any action arising from the use of this material, including infringement of the rights of an author, his/her heirs or descendants in common law, or under statutory copyright.
5. Web use: Images may not be transmitted over the Internet, via other remote access technology, or by other methods for downloading or printing/reproduction for personal use at a resolution greater than 72 DPI (dots per inch). End users of images permitted for use in electronic media may not use the image(s) for any purpose other than personal use.
6. The following is the basic credit line: **Courtesy of Brooklyn Botanic Garden**. When provided, the photographer's name or collection name must also be included in credit line. For images used on the World Wide Web, a "link" or Uniform Resource Locator (URL) for the Brooklyn Botanic Garden web page (www.bbg.org) must be included in addition to the credit line.
7. Any substantial change in the context or use of the image requires approval of Brooklyn Botanic Garden and may include additional use fees.
8. Brooklyn Botanic Garden will receive two (2) complimentary copies of any published work, including CD-ROM products, in which the photographic copy appears.
9. The permission granted here does not provide the applicant with title or ownership of the material, but only a limited right of use. Permission does not cover forms of media not specified in the original request and is not given in perpetuity. Permission does not cover other uses not specified.
10. Both parties waive all warranties of any kind, express or implied, with respect to such material, including, but not limited to, warranties of title and merchantability and fitness for a particular purpose.
11. Applicant shall not assign any of its rights or obligations under this Agreement to any other entity without Brooklyn Botanic Garden's prior written consent.
12. In authorizing the reproduction of works within its collections, the Brooklyn Botanic Garden does not surrender its own right to publish or grant permission to others to do so.
13. If permission is granted for more than a one-time use, applicant agrees to stop exercising the rights granted herein after expiration of the term determined in the Garden's letter agreement. For images used on the World Wide Web, applicant agrees to remove such images from the World Wide Web upon termination.
14. Any exceptions or modifications to the above conditions will appear on and be considered part of the Garden's letter agreement.