

Hire agreements

Examples of possible clauses for permitted reproductions, to be inserted into a hire agreement between organiser and venue or subsequent advance information:

- 1) Name of Venue.
- 2) Name of Organiser.
- 3) Name of Exhibit.
- 4) Name of Exhibition.
- 5) The Venue may use any photographs of the Exhibit supplied by the Organiser for the following purposes (the 'permitted reproductions'):
 - a) reproduction for all press and publicity purposes (including on websites,
 - b) in e-bulletins and in social media);
 - c) reproduction in the following material: posters, prints, postcards, other merchandise;
 - d) reviews of the Exhibition;
 - e) archive providing a record of the exhibition and consisting of a non-lending and non- income-generating reference and research resource;
 - f) for all educational purposes, e.g. education leaflets, teachers' packs, slides shown in public lectures, themed education projects;
 - g) any other reasonable purpose in connection with the Exhibition, the Lender, the Organiser or the Artist.
- 6) The Venue will pay the Organiser or, at the Organiser's request in writing, the Lender or Owner directly the following fees/royalties (if any) for permission to reproduce the Exhibit (here state fees/royalties, how calculated, when payable, etc).
- 7) The Organiser will supply on loan to the Venue the following photographs (here state which photographs, identified by names of photographers, negative numbers, etc), which the Venue will use only for producing the permitted reproduction(s), and the Venue will ensure that all photographs are returned to the Organiser as soon as practicable after the end of the showing.

and/or

The Venue may arrange for the Exhibit to be photographed in connection with the permitted reproduction(s), provided that the Venue ensures that the copyright in any new photograph is owned by the Lender.

- 8) The Organiser warrants to the Venue that the Organiser is authorised to grant the reproduction rights as above.
- 9) The Organiser agrees that the Exhibit may/may not be photographed by the public using existing ambient lighting.
- 10) The Venue will ensure that all permitted reproductions will bear the copyright notice/ credit as follows [here state wording of credit].
- 11) The Organiser hereby notifies the Venue that the artist/creator of the Exhibit has asserted his/her right to be identified as such whenever the Exhibit is exhibited in public or whenever the permitted reproductions are published.