

Agreement governing permission to take photographs, shoot films and record videos

I. Photographs/films/videos

1. The following agreement is concluded between the Naturhistorisches Museum (referred to hereinafter as “NHM”) and _____ as authorised representative of the company: _____ (referred to hereinafter as the “contract partner”).
The exact invoice address is: _____

Subject of the agreement (referred to hereinafter as “photograph/film/video”) is

2. Location:
3. Subject:
4. Agreed date: _____ from _____ to _____ (time)
(including setting-up and dismantling equipment)
5. Planned date of publication:
6. Title of publication:
7. Publisher / TV or radio channel / program:
8. Type of publication (book / magazine / film / commercial advertisement, etc.):
9. Print run / number of broadcasts:
10. The agreed fee for making the photograph/film/video is € _____ (excl. VAT).
11. Plus additional personnel costs of € _____ (excl. VAT)
12. The contract partner’s photography/film team (assistants, actors, extras etc.) comprises _____ persons.

II. Rights and duties of NHM

1. If necessary, NHM will provide assistance in the form of:
 - collection staff
 - technical staff
 - supervisory staff

The task of the aforesaid persons is to supervise photography/recording work. No on-site manipulations of the subject of the photograph/film/video or other objects at NHM (e.g. opening of showcases, moving around of objects, etc.) are allowed unless carried out by or at the instructions of the aforesaid persons. The contract partner shall coordinate the photography/recording procedure with our staff before the work is started. The aforesaid persons have the right to prohibit the taking of a photograph or shooting of a film or video or to limit its scope at any time should this be necessary for safety and/or other reasons. In particular, special permission must be obtained to use camera flashes and/or spot lamps. The contract party shall not be entitled to any reimbursement of the agreed fees if photography/recording work is restricted for the given reasons. NHM shall not be held liable for damage, such as added costs, consequential damage or loss of income on the part of the contract party.

2. NHM shall not provide any photography/recording material – equipment or staff – to the contract partner, except where this has been separately agreed. Any such services shall be invoiced separately.

III. Rights and duties of the contract partner during photography/recording work

1. The resulting photographs/films/videos may not be used for any purpose other than that set down in this contract (paragraphs I / 5 – 9), except by special separate agreement.
2. The contract partner is liable for any damage caused by him, his staff, actors, extras etc. or his equipment to the subject being photographed/filmed, to exhibition specimens, to items of furniture or to the location during the photography/recording work or during preparation and follow-up work. The contract partner is obliged, at his own cost, to make suitable precautions and implement suitable safety measures to avoid and prevent such damage.

3. At least three days before commencement of the photography/recording work, the contract partner is obliged to send NHM a full written list of the equipment he intends to use, and to indicate any possible danger (fire hazard, overload, etc.) that may be associated with this equipment.
4. As soon as the photography/recording work has been concluded, the contract partner is obliged to dismantle his entire equipment and to return the location to its original condition under the supervision of NHM. The contract partner is furthermore obliged to clean the location at his own expense; otherwise he will be charged the actual costs of cleaning (minimum charge of € 350,-).
5. NHM shall be sent a specimen copy (photograph, video, film, etc.), free of charge.
6. Persons not involved in making the film shall not be granted access to the collections.
7. Photo legends shall be worded and photos/films (credits) shall be marked in a suitable position as follows: Naturhistorisches Museum, Wien

Place of jurisdiction is the court responsible for 1010 Vienna.

Vienna, (date) _____

Naturhistorisches Museum Wien

Contract partner

Naturhistorisches Museum Wien
Wissenschaftliche Anstalt öffentlichen Rechts
Abteilung Kommunikation und Medien
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info@nhm-wien.ac.at