



Bayerische Verwaltung der staatlichen Schlösser, Gärten und Seen

Postal address: Postfach 20 20 63, D-80020 München

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Terms of Contract for the Loan and/ or Reproduction of Black-and-White Photos, Ektachromes and Digital Images

Last revised: 1.1.2022

The following terms shall apply to the loan and/or reproduction of the image data mentioned in the enclosed letter and to the person/company named therein:

1. The enclosed price list is the subject of the loan and/or reproduction contract. The loan and/or reproduction contract enters into force as soon as the enclosed copy of the contract has been signed and returned to the Bayerische Schlösserverwaltung (Bavarian Palace Department). Otherwise all the Terms of Contract for the Loan and/or Reproduction including the price list shall be considered accepted once the image data is used.
2. The images may only be reproduced for the purpose stated. Any further or other use of the image data than that stated, including reproduction by copying, as well as passing on to third parties, is not permitted without the permission of the Bayerische Schlösserverwaltung. The photos may not be alienated or defamiliarised.
The borrower shall be liable for compliance with copyright regulations.
3. The borrower is responsible for ascertaining whether a reproduction and/or publication conflicts with the trademark, competition or personal rights of third parties.
4. The name of the building concerned or the location of the reproduced work of art and the owner, the "Bayerische Schlösserverwaltung", if applicable also the photographer, shall be named on the reproduction.
5. Ektachromes must be returned immediately after the loan period has expired. The borrower is liable for loss and damage according to the enclosed price list.
6. The Bayerische Schlösserverwaltung shall be sent the number of specimen copies specified in the contract unrequested immediately after publication or similar.

7. The following increase in the fees owed shall apply in the event of the failure to observe these Terms of Contract:
 - a) In the event that the indication of origin is omitted or incorrect, the reproduction fee shall increase by 100%.
 - b) In the event of misuse (e.g. alienation) of the image material supplied the reproduction fee shall increase by 500%.
8. The loan prices and reproduction fees are due immediately after invoicing. The invoice for reproductions is usually issued on the basis of the specimen copy. If a specimen copy is not submitted in time, the reproduction fee shall be charged for all the image data provided. Invoices may also be issued as advance or accompanying invoices. In addition, statutory value added tax, if applicable, shall be invoiced. A fee can be refunded upon request if no reproduction was made.
9. The place of jurisdiction is Munich, Germany.