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The terms set forth in this Agreement, together with the written Permissions statement, represent our entire agreement concerning the delivery of images to you, your review and usage thereof. All prior understandings or representations, whether written or oral, based on "industry custom" or past dealings, are hereby merged in this Agreement. No terms or conditions may be added, removed or modified unless made in writing and signed by both parties. No action of NYPL, other than an express written waiver, may be construed as a waiver of any part of this agreement, and no employee of NYPL is authorized to waive it orally. In the event NYPL waives any specific part of this Agreement, it does not mean it waives any other part.

**Arbitration:**

A material part of this Agreement is our mutual agreement to arbitrate disputes, except for copyright violations, which will be litigated solely in U.S. federal court. Any and all disputes arising out of, under or in connection with the Agreement, including without limitation its validity, interpretation, performance and breach, shall be settled by arbitration in New York, New York, pursuant to the rules of the American Arbitration Association in effect at the time arbitration is demanded. Judgment upon any award rendered may be entered in the highest court of the forum, state or federal, having jurisdiction. You agree that the arbitrators shall award all costs of arbitration including legal fees, plus legal interest, to the successful party.

**Governing Law and Jurisdiction:**

This Agreement, its validity and effect shall be interpreted under, and governed by, the laws of the State of New York and shall be considered to have been made and accepted in New York.

**Legal Fees:**

If NYPL is obligated to go to court, rather than arbitration, to enforce any of its rights, you agree to reimburse NYPL for its legal fees and disbursements if NYPL prevails.

**U.C.C.:**

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Have a question? Contact us at: [Permissions@nypl.org](mailto:Permissions@nypl.org)