

BLANTONE MUSIC CD DUPLICATION ORDER FORM

Intellectual Property Rights Protection Policy

♣ Blantone Music reserves the right, at its sole discretion, to investigate the ownership of any and all materials provided for manufacturing.

♣ If Blantone Music determines, or has reason to believe, that the customer does not have the authority to reproduce the product or materials provided, Blantone Music will have no further obligations to the customer to provide any reproduction services or any other services under any agreements with respect to such product or materials, and will return such product or materials to the customer. By reserving these rights, *Blantone Music does not in any way assume an obligation to investigate or verify ownership of any and all intellectual property or other materials provided by the customer, and Blantone Music will rely solely on the customer's representative actions and warranties, as provided under Blantone Music's Product Identification Form.*

♣ The customer represents and warrants that it is the true and rightful owner of, or is licensed or otherwise possesses legally enforceable rights to use, the registered and unregistered rights, titles, and interests in and to any United States or foreign trademarks, service marks and trade names, copyrights, or other intellectual property rights relating to the customer's property subject to this agreement, including but not limited to the right to use certain films, music and sound recordings, pictures, software, etc.

♣ The customer is not, or will not be, as a result of the execution and delivery of this agreement or the performance of the obligations hereunder, in violation of any intellectual property rights of third parties.

No claims with respect to the customer's intellectual property rights or third party intellectual property rights are currently pending, or, to the knowledge of the customer, are threatened by any

person, nor, to the customer's knowledge, do any grounds for any claims exist.

♣ Customer agrees to indemnify, defend, protect, and hold harmless Blantone Music and its subsidiaries and their respective officers, directors, agents, affiliates, distributors, franchisees, and employees (collectively, "indemnified parties") against any liabilities, losses, claims, damages, punitive damages, causes of action, lawsuits, administrative proceedings (including interest from the date of such damages), and costs and expenses (including without limitation reasonable attorneys' fees and disbursements of every kind, nature, and description) (collectively, "damages") suffered, sustained, incurred, or paid by the indemnified parties in connection with, resulting from, or arising out of, directly or indirectly (i) any claim, demand, proceeding, or lawsuit by a third party based on any assertion that the services provided to the customer under this agreement breaches the patent, copyright, trademark, trade secret, or other proprietary right of such third party and (ii) any breach of any representation or warranty of the customer set forth in this agreement or the Product Identification Form, Intellectual Property Ownership Agreement, Purchase Order, or in any other form or document in connection herewith.

♣ The customer agrees to provide Blantone Music, upon request, all necessary documentation for a supplied data source, including all pertinent copyright and licensing information.

Payment Policy

♣ I am happy to accept cash, company check, or money order.

♣ Blantone Music requires a 50% deposit with your order. Balance of payment, subject to a 10% production under or over run, is due upon completion of order, before shipping (no c.o.d.).

♣ Past due accounts and accounts placed for collection are responsible for all associated fees, including interest at 1.5% per month on the late balance.

Billing Policy

- ♣ All orders are subject to a production under or over run of up to 10%. Customers will be charged for actual quantities shipped.
- ♣ If a client opts to supply Blantone Music with finished film for printing, any charges to accommodate that film to Blantone Music's specifications will be billed to the client.

Pickup / Delivery Policy

- ♣ Blantone Music is not responsible for storage of any printed materials. Extra printed materials will be returned with your shipment.
- ♣ In the event a client fails to pay within 90 days for any work completed, or in the event a client fails to accept delivery or pick up his finished product within 90 days from completion, Blantone Music has the right to sell, dispose of, or use any such material on hand in any way the company chooses.

Pricing Policy

- ♣ Blantone Music reserves the right to change prices, colors, materials, specifications, and quantities mentioned in our proposal without notice or obligation. However, I will make every effort to inform you of any and such changes.

Guarantee Policy

- ♣ Blantone Music guarantees the client's satisfaction with art and audio proofs. If Blantone Music cannot satisfy the client, I will refund the entire deposit amount if client wants to cancel project. However, once proofs are approved, I will charge for all work performed, even if the project is subsequently canceled.
- ♣ Your order will be delayed if you have failed to enclose all necessary materials (master, artwork, deposit, signed order form, signed *Product Identification Form*, and *Audio Master Log*).
- ♣ Quoted or acknowledged delivery dates are only estimated dates of delivery. Blantone Music specifically disclaims liability for delays in delivery and any resulting consequential damage or losses.
- ♣ Blantone Music reserves the right to refuse any order.
- ♣ All masters, artwork, photos, and any other materials furnished to Blantone Music

by the client remain the property of the client.

- ♣ While Blantone Music will treat the client's materials with the utmost care, Blantone Music specifically denies liability for any damage or loss due to fire, casualty, or negligence while the client's materials are in the care and possession of Blantone Music.
- ♣ Clients should provide insurance coverage, as Blantone Music's policy does not provide protection for client materials in our possession.
- ♣ No merchandise may be returned to Blantone Music without return authorization.
- ♣ Blantone Music limits liability to rerun or refund (at our sole option) on the services performed and product delivered, provided that the product is deemed defective by reason of workmanship or materials. Blantone Music disclaims all liability for any consequential damage or losses, under any theory, for defects in material or workmanship. Reruns or refunds will be prorated based on the quantity of goods returned to Blantone Music.
- ♣ No product is replaced, or credit given, more than sixty (60) days after client's receipt of product.
- ♣ Blantone Music's products are unconditionally guaranteed against defects in workmanship.
- ♣ Call us at 1-828-724-1500 and I will help you pick the perfect package for your needs. I'll also provide you with an exact price and a turnaround estimate.
- ♣ If you are supplying us with a CD master, make sure you sign the CD Master Waiver in this section.
- ♣ Go through your checklist and make sure you've included all materials in the package that you send to us.
Follow these steps when you send in your order and you'll minimize the risk of your master or art being damaged in shipping.
- ♣ Always keep a backup of any audio master or artwork you submit. Blantone Music is not responsible for masters (that I do not produce) or original art. Even the best-packaged materials can be damaged in shipping.
- ♣ Wrap and protect each component of your project separately.

- ♣ Do not staple, fold, tape, or paperclip your photo or artwork.
- ♣ Separate your artwork or photo from your AUDIO master with cardboard. The DAT can damage your photo beyond repair.
- ♣ Pack your materials in a secure, padded mailing envelope or box. If you're close to my location, you can place your order in person.
- ♣ Send your completed and signed order form, completed and signed Product Identification Form, completed *Audio Master Log*, master, art files/materials, and deposit to Blantone Music.

TERMS AND CONDITIONS OF SALE

Follow the simple instructions below, and fill out the order form at right.

RECORDING STUDIO – Please tell us where you recorded your project:

Engineer's Name: _____
 Studio Name: _____
 Address: _____
 City _____ : State _____ : Zip: _____
 Phone: _____ (day)
 Fax: _____
 Email: _____

CHECKLIST

I have enclosed the following:

- ✓ signed *Order Form*
- ✓ audio master and artwork
- ✓ (*Graphics Form*)
- ✓ signed *Product Identification Form*
- ✓ deposit
- ✓ completed *Audio Master Log*

Q U A N T I T Y D E S C R I P T I O N
ITEM PRICE T O T A L

YOUR PAYMENT METHOD

Cash Money Order Check # _____

YOUR P A C K A G E:

✓ New order: _____ units
 Reorder: _____ units
 Estimate Number:

Your Release # (required): _____

BILL TO:

Name: _____
 Band or Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Country: _____
 Phone: Day: _____
 Evening: _____
 Fax: _____
 Email: _____

SHIP FINISHED PRODUCT TO: *(if different from BILL TO address above)*

Name: _____
 Band or Company: _____
 Street: _____
 City: State: Zip: _____
 Country: _____
 Phone: Day _____
 Evening _____
 Fax: _____
 Email: _____

SHIP AUDIO & DESIGN PROOFS TO: *(if different from address above)*

Name: _____
 Band or Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 _____ Country: _____
 Phone: Day _____
 Evening _____
 Fax: _____
 Email: _____

FINAL DETAILS:

Needs finished product by: _____

(Note: Blantone Music cannot guarantee delivery times.)

CD tray color: Black White Clear

CD MASTER WAIVER: (optional)

I am supplying a CD master. I understand my finished CDs will perform exactly like my master.

I do not need a Proof Positive Reference CD.

Signature: _____

Date: _____

I declare that I have the right to reproduce this project, and that I agree to Blantone Music's standard Terms and Conditions of Sale.

Print Name: _____

Signature: _____

Date: ____/____/____

Over run (All orders are subject to 10% under or over run)

CD Layout/Set-up: \$

Freight: N/A

Total disc package (_____ discs):

Deposit 50%: \$_____

Total Due with Order: \$_____

Audio Master Log Section

Questions: 1-828-724-1500

blantonemusic@charter.net

JOBS WITHOUT THIS FORM WILL BE DELAYED!

D I G I T A L: DAT CD - R DVD - R

Sampling Rate: 44.1 kHz 48 kHz

88.2 kHz 96 kHz 176.4 kHz 192 kHz

ANALOG 1/4 INCH: 7.5IPS 15IPS

30IPS

Release #:

Date: _____

ACCEPTABLE AUDIO MASTER FORMATS

I accept DAT (Digital Audio Tape, 44.1 kHz or 48 kHz sampling rate) and digital files on CD-R, DVD-R, or flash drive 44.1 kHz, 48 kHz, 88.2 kHz, 96 kHz, 176.4 kHz, and 192 kHz. I also accept .wav and .aiff files (there will be a conversion charge of \$100 associated with changing .aiff to .wav). I accept 24-bit masters.

Client supplied master must be mixed to two-track, edited, and sequenced. Make sure it sounds exactly like you want it to, with all of the songs in the correct order, and the right amount of spacing between songs. I ALSO ACCEPT 1/4 inch REEL TO REEL MASTERS at 7 1/2ips, 15ips, and 30ips.

I do not provide equalization or level adjustments unless requested. There are extra charges for editing and EQ. Please call or email for details. I offer full mastering facilities.

Your master must have a complete and accurate running time log, listing all events (tones, silences, songs, outtakes, noises, etc.) as they occur. See the *Audio Master Log* below. For CD replication, track starts should be indicated on the log. Maximum CD length 74 minutes. Add \$100 for CD programs over 74 minutes. I do not

guarantee that discs over 74 minutes will play in all players.

AUDIO MASTER TECHNICAL SPECS:

FOR 1/4 INCH REEL TO REEL:

Test Tones (30 secs each): 100 Hz, 1 kHz, and 10 kHz all at -3db; 1 minute of silence at beginning of tape.

For DATs:

Pre-roll: 10-15 seconds recorded silence. (Optional) Calibration tone: 1 kHz at -12 dB (never at 0dB). Start IDs, sequentially numbered, placed at the start of each selection, one number per song. Sampling rate of 44.1 kHz highly recommended for CDs. dB meters should peak at 0, with no over levels. Must average above -15 dB (Red Book minimum standard). Be sure DAT and box are labeled.

To provide you with a high quality product, I must receive a professional program source master. For audio masters that do not conform to professional specifications, I will bill at an hourly rate for any work required to bring the master to professional standards, provided it can be done.

ALWAYS MAKE A SAFETY COPY!
Blantone Music is not responsible for master tapes.

If Blantone Music is doing the mastering, you may use the table at the right to list song order as it is to appear on the finished master. Start, end times, and length will be determined during mastering.

NOTES to the mastering engineer:

AUDIO MASTER LOG

Track #	Start Time	End Time	Length
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			
25.			

NOTES (cont.)