

COPYRIGHT CLEARANCE FORM CD SERVICES TERMS & GUARANTEE

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 representations 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.

We are 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.s).

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.

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 files for printing, any charges to accommodate those files to Blantone Music's specifications will be billed to the client.

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.

Blantone Music reserves the right to change prices, colors, materials, specifications, and quantities mentioned on our website without notice or obligation.

Blantone Music guarantees the client's satisfaction with art and audio proofs. If Blantone Music cannot satisfy the client, we will refund the entire deposit amount if client wants to cancel project. However, once proofs are approved, we 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' 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' products are unconditionally guaranteed against defects in workmanship.

CLIENT SIGNATURE _____

DATED ____/____/____