
Duplication/Printing Rights

You have asked us to duplicate/print certain materials. We do not wish to become involved in the duplication/printing of any material without proper authorization. This contract will be valid for any material given to Disc, Inc. to copy. It can be held on file and used for all material provided to Disc, Inc. for production.

In consideration of our agreement to duplicate/print material given to us, we require that you warrant, represent and agree as follows:

- 1) You represent and warrant to us that:
 - a) The duplication and/or printing of the material will not infringe any copyright, right of privacy, trade mark, patent, trade name, performing right or any literary, dramatic, musical, artistic, personal, civil, private, contract or property right, or any other right of any person and/or company;
 - b) The materials do not contain any libelous or slanderous material;
 - c) You possess the right, power and authority to enter into the duplication agreement and to authorize us to duplicate the materials under the duplication agreement;
 - d) To the best of your knowledge, no one owns or claims to own (or has or claims to have) any interest in the material, or in the Intellectual Property Rights in the materials, which is in conflict with any of the foregoing.
- 2) You agree to indemnify us and save us harmless from and against all claims, demands, action, cause of actions, suits, proceedings, settlements and judgments (the "claims") which may be made or brought against us, or which we may suffer or incur, as a result of or in respect of or arising out of anything which, if true, would constitute a breach of any representation, warranty or agreement contained on your part in this letter. If we are made a party to any claim, then you agree to pay all expenses and reasonable legal fees incurred or paid by us in connection with that claim.
- 3) **Mastering:** You have tested and are completely satisfied with the materials approved for copy. You understand that the master, once approved, will be submitted for processing and cannot be altered from this point forward without incurring re-mastering charges. **If Disc, Inc. is creating your master and you wish not to approve this master please sign here, _____.** By signing you have waived the right to test the master created by Disc, Inc. You understand that Disc, Inc. is **not** responsible for any loss of data or information.
- 4) **Artwork:** You have provided us with a color proof and/or approved the electronic color proof provided by Disc, Inc. If you have not furnished a color proof Disc, Inc. cannot be held responsible for any artwork Discolorations. **If you choose not to approve a color proof, please sign here _____.** By signing you choose not to provide a color proof and/or waive the right to approve the artwork that is to be printed. You understand that Disc, Inc. is **not** responsible for any color variances.
- 5) You acknowledge that we will be acting in reliance on your representations, warranties and agreements contained in this letter and that you have received adequate consideration for the execution of this letter.

Please confirm your agreement by signing this letter where indicated below.

I have read this letter and I agree to its terms:

Signature

Date

Please Print Name

Title

Please Print Company Name