

TERMS AND CONDITIONS

BY ACCEPTING THIS QUOTE, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

- 1 Every effort will be made to meet deadlines and complete jobs in a timely manner, however we do not guarantee specific turnaround times. You are responsible for all shipping costs, and our normal shipping method is UPS Ground. Any shipping upgrades to meet deadlines are your responsibility.
- 2 We require a 50% deposit on all orders to begin production. The remainder of the payments hereunder shall be made within 30 days of receipt of invoice. Payments not received by the due date will incur a late fee of .16% per month (2% annually).
- 3 We will not be liable for errors or omissions in the customer provided masters, art films or files or for lost or damaged materials. Please retain copies and insure all packages accordingly.
- 4 Your quote is valid for 30 days. We reserve the right to change prices, materials, and specifications without notice or obligation. The prices quoted are subject to adjustment for the industry-standard 10% overrun or under run, and you will be invoiced for the actual number of units delivered.
- 5 You warrant and represent that you have obtained all the necessary copyright clearances (whether for music, cover graphics, or any other intellectual property) and name and likeness licenses and that you have paid all applicable mechanical royalties. You agree to protect Musictoday, Inc. from any suits and proceedings asserted against us (including without limitation reasonable attorneys' fees) with respect to the alleged infringement of any copyright, name and likeness right or other intellectual property right.
- 6 You acknowledge that we shall not be responsible for incidental, indirect, consequential or punitive damages, even if we are aware of the possibility of such damages.
- 7 You warrant and represent that you have the full authority to act on behalf of the group or artist for whom we will perform our services, and you therefore agree to these Terms and Conditions on its behalf.
- 8 You agree to pay all costs of collection (including without limitation reasonable attorneys'/agencies' fees) incurred by us enforcing payment of any amounts due under this contract.
- 9 **We disclaim all warranties, express or implied, with respect to the goods and services contemplated by this contract, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.** However, we will take all reasonable efforts to ensure your complete satisfaction with the job in accordance with the specifications upon which we agreed.
- 10 Unless you provide us with a sales tax exemption certificate, we will invoice you for applicable sales taxes imposed upon the states that require us to collect sales tax.
- 11 I agree, if this is a credit card purchase, that my signature below is as binding as if I were signing a credit card slip in person.
- 12 Electronic files received from clients are considered to be in final form. Any changes and corrections made to electronic files incur additional charges. Typesetting charges will be billed at \$70 per hour. Corrections to films can be handled in one of two ways. You can either send us new film or we can correct or make changes to film at \$70 per hour plus the film output charge. Please call for film changes.
- 13 Before work can proceed on electronic files, our e-file form and laser proofs must be received at musictoday.com as well as your 50% deposit.
- 14 No work will begin on any job until the deposit has been received.

SEND YOUR MATERIALS AND THIS FORM TO MUSICTODAY.COM-CD REPLICATION

UPS/FEDEX: 3305 LOBBAN PLACE/CHARLOTTESVILLE, VA/22903

US MAIL: P.O. BOX 1911/CHARLOTTESVILLE, VA/22903

SIGNATURE

DATE

NAME (PRINT)

Thank You and we look forward to working with you!