



93 Park Street, Beverly, MA 01915  
Tel: 978-922-4990 Fax: 978-922-5110  
www.cdworks.com

CDW#

P.O. #  
Attach tax exemption certificate if applicable. Massachusetts companies pay sales tax if certificate not provided.

Videotape Duplication Order Form  
videodupordform2008 06-16-08

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Alternate Contact(s): \_\_\_\_\_

Company: (the "Purchaser") \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Shipping Address (if different)**  
Ship to: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Billing Address (if different)**  
Bill to: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Quantity:** \_\_\_\_\_  
**Program Title:** \_\_\_\_\_  
**Length of video program:** \_\_\_\_\_  
**Date Needed (See Terms & Conditions):** \_\_\_\_\_

**Billing options:** (no 3rd party billing unless previously arranged)

- Bill to credit card on file  Invoice

**Packaging/Label Info (please check all that apply):**

- Cardboard Sleeve
- Library Case
- Label
  - Top
  - Spine

**Additional video to add:**

- Color Bars
- Countdown
- Other (please specify) \_\_\_\_\_

**Color System:**  NTSC  PAL  SECAM **Tape Speed:**  SP  LP  SLP/EP

**Input Format:**  
 VHS  DVCam  
 S-VHS  Mini-DV  
 VHS-C  Betacam SP  
 8mm  Digital Betacam  
 Hi8 Analog  DVC Pro  
 Digital 8 (on Hi8 Tape)  Umatic  
 Other (please specify)  D9

**Output Format:**  
 VHS  DVCam  
 S-VHS  Mini-DV  
 VHS-C  Betacam SP  
 8mm  Digital Betacam  
 Hi8 Analog  DVC Pro  
 Digital 8 (on Hi8 Tape)  Umatic  
 Other (please specify)  D9

**Shipping Instructions:**

- UPS
  - Next Day Air
  - Next Day Air Saver
  - 2nd Day Air
  - 3 Day Select
  - Ground
- Use my UPS account number \_\_\_\_\_
- Courier
  - CD\Works Courier
  - Customer Provided Courier
- Customer Pickup
  - Call when completed
  - Bill me for shipping.

**Additional Comments:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have read and agree to the attached Terms and Conditions. Standard prices apply unless a written quote is provided. Third party billing is not accepted, unless previously arranged with CD\Works. All payment is the responsibility of the purchaser. Terms are Net 20 with approved credit. CDs/DVDs remain the property of CD\Works until paid in full. All overdue invoices are subject to a 1.5% finance charge per month.

Authorized Signature of Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_

# CD\Works™ Duplication Terms and Conditions

## CD and DVD Content

- Customer represents and warrants that it has the right and authority to have the data supplied by the customer to CD\Works duplicated or replicated onto CDs, DVDs and labels without infringing any trademark, copyright, contract, property right or third party rights of any kind, whether statutory, legal or equitable.
- Customer acknowledges that CD\Works is not responsible for the contents of the disc, and hereby indemnifies CD\Works against any and all damages from any legal issues related to the contents.

## Disc Label (face) Printing

Depending on the printing requirements of your job, the disc face is printed by ink jet or thermal printer; a color laser printed adhesive label is applied; or silk-screened or HRD (High Resolution Digital) printed CD-Rs are used.

### Printing Guidelines:

- Color matching is **not** guaranteed. Colors may vary slightly from print sample disc.
- Inkjet ink is water based. Possibility of smudging exists.
- **All defects must be reported within 5 business days** of receipt of discs.
- Large, solid background areas may not print well in inkjet or thermal printing. Adhesive labels, HRD printing or silk-screen printing may be recommended.
- Artwork must be to CD\Works' specifications. Fonts must be included with all artwork. Any conversion or editing will incur workstation charges. Please call if you have any questions.

## Compatibility & Production

- Waiving a check disc (test disc) for any reason releases CD\Works from any responsibility for any errors pertaining to **artwork or performance** of the disc itself.
- CD\Works does **not** guarantee disc compatibility or playback. Some older disc players and drives may not be able to read recordable discs. DVD discs are encoded and authored for DVD players for best picture and sound. At the present time, DVD-ROM drives and player software may not have enough resources to playback DVDs with the same performance levels of DVD players. CD\Works will be responsible only for DVD-R discs playing on DVD-R compatible DVD players.
- Turn around for duplication jobs are up to five days unless otherwise previously arranged with CD\Works.
- Turnaround depends on amount of data, complexity of disc label art, quantity, assembly (if required) and CD\Works' workload schedule. Turnarounds **cannot** be guaranteed.
- Silk-screened or HRD printed discs and customer provided media are subject to a billable **5% overage or underage**.
- **All defects must be reported within 5 business days** of receipt of discs.

## Shipping

- Customer must advise CD\Works of carrier and ship method and supply account numbers if necessary when order is placed. If no carrier or method had been specified, CD\Works will, at its sole discretion, choose whether to ship the CDs and by what method or not ship until notified.
- Shipping including insurance will be billed to customer unless charged directly to customer by carrier.
- Ship dates are estimates only. CD\Works is not liable for any damage, delay or loss in shipping. Customer is responsible for filing claims with the carrier.

## Payment

Payment terms are Net 20 upon approved credit. Overdue accounts are subject to a finance charge of 1.5% per month. If any amount due under this contract shall not be paid at any time and shall be placed in the hands of any agent or attorney for collection through legal proceedings or otherwise, the undersigned will pay to CD\Works the costs and reasonable expenses of collection including, without limitation, reasonable attorney's fees. CD\Works standard prices apply unless a written quote is provided. The credit card specified in the Credit Application will be billed for overdue invoices.

**I have read and accept these terms and conditions.**

Customer: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_

# CD\Works™ Credit Application

Please fill out this form legibly. Fax it to: (978) 922-5110. Feel free to use your own credit information sheet.

Company: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Tel: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Ownership: Individual Partnership Corporation Federal Tax I.D.#: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Tax Resale\* or Exempt #: \_\_\_\_\_ \*Massachusetts companies pay sales tax unless valid tax exemption certificate is attached

A **Credit Card** number is *required* for authorization on orders as a credit guarantee. The credit card will be charged only if requested by customer or after notification to customer for overdue invoices.

American Express MasterCard Visa in Name of: \_\_\_\_\_

Account # \_\_\_\_\_ Expiration date: \_\_\_\_\_

Card Billing \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Cardholder Signature \_\_\_\_\_ Date

Principal(s) \_\_\_\_\_ Address: \_\_\_\_\_ Tel: \_\_\_\_\_

Name \_\_\_\_\_ Address: \_\_\_\_\_ Tel: \_\_\_\_\_

Name \_\_\_\_\_ Address: \_\_\_\_\_ Tel: \_\_\_\_\_

References: *Please use only names of trade references you buy from on open account.*

1. Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Tel: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

2. Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Tel: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

3. Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Tel: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Bank Reference:

Name of Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

Address: \_\_\_\_\_ Officer or Dept.: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Primary account #: \_\_\_\_\_ Other Accounts: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

I attest all information provided is accurate and true: \_\_\_\_\_

Authorized Signature and Title

Date

# CD\Works™ Indemnification Agreement

CD\Works requires an officer of your company to sign the following indemnification agreement for our mutual protection. Please cut and copy the agreement onto your company letterhead, sign and send to CD\Works by fax to **(978) 922-5110**

or by mail to: **CD\Works, 93 Park Street, Beverly, MA 01915**



## INDEMNIFICATION AGREEMENT

\_\_\_\_\_ (hereinafter "Customer"), by executing below, hereby represents and warrants with respect to any and all data, recorded and printed materials delivered to **CD\Works or its agents** (hereinafter "CD\Works") in connection with this Agreement that (i) Customer has obtained all rights and permissions required to be obtained to have the data and art work supplied by customer to **CD\Works** replicated onto Compact Disc(s) without infringing any trademark, copyright, contract, property rights and paid any and all royalties required to be paid, pursuant to any contractual agreements governing such materials, and the Copyright Law of the United States of America and any other applicable statutes or comparable law of any other jurisdiction regulating the rights and use of data, recorded and printed materials; (ii) the Materials do not contain matter which constitutes a libel or defamation of, or an invasion of the right of privacy or publicity of any individual; and (iii) the Materials do not contain obscene and/or pornographic matter.

In consideration of **CD\Works** supplying products herein and providing the services to the customer under this Agreement, the Customer hereby indemnifies and holds **CD\Works** harmless from and against any and all claims, threats, suits, penalties, liabilities, costs and expenses (including without limitation, legal fees, costs and disbursements) incurred, suffered or expanded by or threatened against **CD\Works** by reason of, or arising out of, any claim pursuant to any contractual agreement governing the data, recorded and printed materials delivered to **CD\Works** pursuant to this Agreement and any claim of infringement of copyright or of any claim for royalties pursuant to the Copyright Law of the United States of America, or any other applicable statutes or comparable law of any other jurisdiction regulating the rights and use of data, recorded and printed materials.

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



# Intellectual Property Rights (IPR) Form

To be submitted with every order.

- Letters of Indemnity are not adequate.
- **LICENSED** content requires proof of licensing for replication.
- **OWNED** content indicates the individual/organization completing this form is the IPR owner.
- **Must be completed by the organization soliciting replication and not a broker or intermediary.**

Album/Project Title \_\_\_\_\_

Distribution Within an organization\_\_\_ Retail\_\_\_ Free to public\_\_\_ Other\_\_\_\_\_

Countries Where Distributed \_\_\_\_\_

Are you the IPR owner for the entire disc contents? \_\_\_ YES \_\_\_ NO\*

Complete the section(s) below describing the content that is applicable to the media you have ordered. MP3 or Enhanced Disc content requires completion of both ROM and Audio sections.

## 1. CD-ROM / DVD-ROM Content

**\*If Not IPR owner, list all included non-owned software, freeware, and shareware products. Attach necessary distribution licensing documentation from the IPR owner.** Some shareware and freeware products require distribution licensing. Consult the software vendor for what is necessary.

## 2. CD / DVD Audio Content

Check Here if COMPILATION \_\_\_\_\_

Artist(s) \_\_\_\_\_ Content/Music Type \_\_\_\_\_

An attached list of track title, artist, and IPR owner is REQUIRED. Sampling/mixing of additional recordings not owned (regardless of type, quantity, and length) requires licensing of those original recordings.

**\*If Not IPR owner, proof of replication licensing from IPR owner for licensed tracks is REQUIRED.**

## 3. CD / DVD Video Content (if Audio is separately licensed, complete Audio section and provide necessary Audio/Video Synchronization licensing)

**\*If Not IPR owner, proof of replication licensing from IPR owner is REQUIRED.**

*I affirm that all information provided herein is true and that all disc contents indicated as being "licensed" are properly licensed for replication under the terms of the original rights holder(s) with proof of such licensing and/or trademark authorization attached. I affirm that I am the intellectual property rights owner for all contents indicated as being "owned" and approve of replication. I agree to abide by the current version of the Anti-Piracy Compliance Program procedures and standards of the International Recording Media Association (available at [www.recordingmedia.org](http://www.recordingmedia.org)). The replicator reserves the right to refuse the processing of any order not complying with the Anti-Piracy Compliance Program guidelines.*

Print Organization Name & Telephone # of Party Soliciting Order \_\_\_\_\_

Signature of Representative from Party Soliciting Order \_\_\_\_\_

Print Name, Title, & Date \_\_\_\_\_

## CD\Works Anti-Piracy Resources

### **Microsoft Internet Explorer:**

<http://www.microsoft.com/windows/ieak/en/licensing>

or

<http://ieak.microsoft.com/en/license/newlicensee.asp>

Fill out the online form, submit it electronically. Within a short time, Microsoft will email you a license number. Print out this email, this is your proof of licensing.

### **Apple QuickTime:**

<http://developer.apple.com/mkt/registering/swl>

or

<http://developer.apple.com/mkt/swl/pdf/QT4FreeSWSDA.pdf>

Fill out the form, print it and sign. Photocopy all pages, these are your temporary proof of licensing. Mail (snail mail) the form to Apple, they will return by mail your actual proof of licensing. For orders under a time constraint, the photocopied form that you filled out will suffice, but only because it is assumed you will then submit the form to Apple.

### **Netscape Navigator:**

<http://home.netscape.com/partners/distribution>

### **Macromedia:**

Royalty-free licensing policy. Distribute applications created with Macromedia Director Shockwave Studio or Authorware free. Include the Made with Macromedia logo on your product's packaging or splash or credits screen, and register your product with Macromedia to qualify.

<http://www.macromedia.com/support/programs/mwm/>

Please feel free to ask if you need contact information for other software, we will be happy to help.

# CD\WORKS™ ACCEPTABLE ARTWORK INPUT FORMATS

Below are acceptable file formats and specifications for all artwork.

## THE FOLLOWING MUST BE INCLUDED WITH YOUR CD ARTWORK FILES:

- Hard copies/color proofs.
- All TIFF, EPS and/or Placed Images
- All fonts used in the design.

## DUPLICATION AND/OR REPLICATION:

(art can be saved in a **lower version** and still be transferable)

<u>MACINTOSH FORMATS:</u>	<u>PC FORMATS: (PREFERRED)</u>
Adobe Photoshop CS3 Adobe Illustrator CS3 Adobe Indesign CS3 QuarkXpress 6.1	Adobe Photoshop CS3 Adobe Illustrator CS3 Adobe Indesign CS3

## **SPECIFICATIONS:**

- Keep artwork in vector format, or if it must be a bitmap, make sure that it is **300 dpi** or higher.
- Convert text to outlines or paths.
- If you do not have any of the artwork programs listed above, please save your file as an **EPS** file.
- If you submit your artwork via email, please compress it into a **.zip** file
- Keep template on a **separate layer**

## **SPECIFICATIONS:**

- Please see label and insert artwork spec sheets sent with this form.
- Artwork can be sent with your master CD on acceptable media listed below.

## ACCEPTABLE FILE TRANSFER METHODS FOR ARTWORK:

- CD-R or DVD-R
- Email to [production@cdworks.com](mailto:production@cdworks.com)
- FTP to [ftp.cdworks.com](ftp://ftp.cdworks.com) (contact [production@cdworks.com](mailto:production@cdworks.com) for access)