

S & J CD Duplication, Inc.

105 College Drive Suite 3
Orange Park, Florida 32065

Phone * 888 - 269 - 7088 Fax * 904 - 272 - 9427

CD / DVD Replication Customer Order Form

Date:

Company or Band Name:

Customer Name:

Street Address:

Suite / Unit Number:

City, State Zip Code:

YOUR UPS or FedEx Account Number:

How you would like the final product shipped on your account:

THIS IS ONLY FOR ORDERS THAT THE CUSTOMER WANTS SHIPPED ON THEIR ACCOUNT.

Ground *3 Day* *2 Day* *Standard Overnight* *Priority Overnight*

Primary

Secondary

Fax

**Please List Two Phone Numbers
You Can Be Reached At:**
Include a fax number if possible.

E-mail Address:

Disc Quantity Ordered:

Disc Type:

Packaging Description:

Jewel Case, Amaray Case, Paper Sleeve, Slim Line Case, etc.

Bar Code: *Yes*
 No

Shrink / Poly Wrap: *Yes*
 No

Price Per Unit Quoted: _____

Graphics Fees Quoted:
(\$65/Hr.) _____

Rush Fee Quoted: _____

Price Quoted Total: _____

Date Needed By: _____

* Dates that fall prior to our standard turn on CD / DVD replication runs, that no rush fee is associated with are not guaranteed. Turn time begins upon e-mailed customer approval of digital artwork. Replication turns are 8 - 14 business for us to ship out depending on the type of packaging selected. Day zero is the day that customer artwork approval is received via email. Business days are M-F, except for Holidays.

Payment Information:

We do not accept personal checks or purchase orders without clearing it before sending the order in.

Certified Check / Money Order *Printed Business Check* *Credit Card* *PayPal*

Credit Card Type: *Visa* *MasterCard* *Discover* *American Express*

Credit Card Number: _____

Expiration Date (MM/YY): _____ **V. Code:** _____

In order to process your credit card the 3 to 4 digit number located on the signature line of your card is needed to verify ownership.

Name on Card: _____

Billing Address:
(Street/City/Zip) _____

PayPal E-mail Address:
(We will use this address to send PayPal money requests and payouts for sales of tracks on www.thedigitalspring.com) _____

Please Read and Sign:

I have listed my order above according to what I require and understand that the approval phases of the production process will not begin until a minimal payment of 50% is made with the final payment to be received prior to the shipping of the final product. If payment is to be made via credit card, I authorize S & J CD Duplication, Inc. to bill my credit card. I also realize that mistakes made, because no indication was made on my order form are not the responsibility of S & J CD Duplication, Inc.

Authorized Signature
This must be signed

Shipping

PLEASE READ: If you have not secured your shipping quote please use the pricing below. These prices are for USPS Media Mail Shipping. This takes between 1 - 7 days to deliver. The closer you are to us the faster it will be delivered to you.

Media Mail Shipping Costs:

CDs/DVDs in standard jewel cases: 500 - \$75, 1,000 - \$125, 2,500 - \$290, 5,000 - \$625

CDs/DVDs in slim line jewel cases: 500 - \$50, 1,000 - \$90, 2,500 - \$230, 5,000 - \$460

CDs/DVDs in cardboard sleeves: 500 - \$50, 1,000 - \$90, 2,000 - \$80, 5,000 - \$190

CDs/DVDs in paper sleeves: 500 - \$25, 1,000 - \$50, 2,500 - \$115, 5,000 - \$225

Please note that if you do not include a FedEx or UPS account these charges will be added. Express shipping and rates are available by request only. Please plan to ship your product accordingly.

Select Only One Option Below Please

Business Shipping Address:

Ship to Business: Yes No

Company Name:

Ship Attention To:

Street Address:

Suite / Unit Number:

City, State Zip Code:

Telephone Number:

Residential Shipping Address:

Ship to Residence: Yes No

Ship Attention To:

Street Address:

Suite / Unit Number:

City, State Zip Code:

Telephone Number:

Package Insurance:

It is recommended that you insure all packages for damage or loss. These fees are \$.50 for every \$100.00 in value shipped. (example \$1000.00 in product = 1000/100 = 10. 10 x \$.50 = \$5.00 for 100% package protection). If a package is damaged or lost in shipping we will only be able to claim the amount that you insured your package for. The claim money is used to replace your goods.

**** Insure My Packages:** Yes No

Intellectual Property Rights (IPR) Form

To be submitted with each new order sent for replication

This form must be completed by the individual or organization soliciting replication and not a broker or intermediary.

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.

Title of Project: _____

How will product be distributed?

Within an organization

Retail

Free To Public

Other _____

In which countries will product be distributed? _____

Do you own the Intellectual Property Rights for the contents of the ENTIRE recording or project?

Yes

No

Mark "YES" if you are the **OWNER** of the intellectual property rights of **ALL** the content on the disc. If the answer is "NO", you **MUST PROVIDE PROOF OF LICENSING** (permission from the actual owner of the content) before replication can begin. Proceed to the section (1,2, or 3) below that applies to the content of your disc. MP3 or Enhanced Disc content requires completion of both ROM and Audio sections.

1. CD-ROM / DVD-ROM Content _____

(describe the content of the disc)

If you are not the IPR owner of **ALL** content on the disc, list on the line below or on a separate sheet all non-owned software, including freeware and shareware products (such as Acrobat Reader, AppleQuicktime, Internet Explorer, MS Powerpoint Viewer, etc.): _____

For any non-owned software, attach necessary distribution licensing documentation from the software vendor/publisher. (You should consult the software vendor for what is required)

2. Audio (CD or DVD) Content:

Is this a COMPILATION?

Yes

No

Artist(s) _____

Content/Music Type _____

A list of 1) TRACK TITLE, 2) ARTIST and 3) IPR OWNER (typically the performer or record label) for each track on the disc is **REQUIRED** for **ALL** audio titles, even if you own the content and performing rights for all recorded tracks. (see track sheet on next page)

If you are not the IPR owner (typically the performer or record label) of every track, you must provide proof of replication licensing from IPR owner. Sampling/mixing of additional recordings not owned (regardless of type, quantity, and length) requires licensing of those original recordings. "Cover versions" of songs written by someone other than the performing artist require proof of mechanical licensing or compulsory licensing.

3. Video (CD / DVD) Content:

(describe the content of the disc)

If you are not the IPR owner of the video content, proof of replication licensing from IPR owner is **REQUIRED**.

If there are audio tracks in the video that are separately licensed, complete Audio Section 2 above and provide necessary Audio/Video Synchronization licensing.

I declare 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). I further declare that I am the intellectual property rights owner for all contents indicated as being "owned" and I authorize its duplication. I understand that in accordance with the Anti-Piracy Compliance Program procedures and standards of the International Recording Media Association (available at www.recordingmedia.org), the replicator reserves the right to refuse the processing of any order not complying with the Anti-Piracy Compliance Program guidelines.

Name of Company, Organization or Individual Soliciting Order: _____

Signature of Representative from Party Soliciting Order: _____

Name, Title, Date & Phone Number: _____

(must be completed by individual or organization ordering replication, not by a broker or intermediary)

Intellectual Property Rights (IPR) Form

(must be submitted with every new order)

Track Sheet

Please use this chart to:

List track titles, artist(s) and IPR owners for ALL tracks on audio discs

List chapter titles and any music titles used on Video discs

List all copyrighted software on CD ROM discs, including:

o software copyrighted by your company or the company that developed the CD for you

o any other executable (.exe) files not owned by you or your company

o any shareware or freeware executable (.exe) files on the disc (Acrobat Reader, Macromedia Flash, etc.)

No.	Artist/Creator	Song/Chapter/File Name	Time/Size	Performance (IPR) Owned By:	Licensed from:
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.					

(Please continue on another sheet if you have additional songs or files)

*If you are performing a 'cover tune', you probably own your own performance of that song (IPR), which is what this column is asking for. For 'cover tunes', you must provide mechanical licensing to perform the work from the publisher or from an agency such as Harry Fox Agency (www.harryfox.com) or Easy Song Licensing (www.easysonglicensing.com)

**If you don't have the rights to a performance (i.e., someone else owns the master recording), then you must obtain a license to include the performance on your disc and include proof of license agreement with your order.

Proofing Requirements for 4 Color Process Printing Match Prints

S & J CD Duplication, Inc. will not be held responsible for any color output concerns (matching) on CMYK printing for CD or paper printing, if a physical match proof is not ordered. All computerized proofs do not indicate true color. This means ink jet, laser or plotter printers and any on screen monitor appearance. All jobs require e-mail approval of digital PDF files, which are sent via e-mail.. This is step one of the proofing process. Physical proofs are an additional proofing step and take a lot of prep work to produce. Therefore, if you request a color match proof, the following fees apply. These apply for only CMYK printing and not spot color printing.

-**CD/DVD Face Match Proof (CMYK only): \$100.00**
- 4/1 or 4/4.....**2, 4, 6 or 8 Panel and Tray Card Digital Proof: \$125.00**
- 4/1 or 4/4.....**8 Page Booklet and Tray Card Digital Proof: \$150.00**
- 4/1 or 4/4.....**12 or 16 Page Booklet and Tray Card Digital Proof: \$195.00**

One UPS overnight charge of \$30 per color match print set requested, unless you provide a shipper account. The proof may have to be returned so we may match the final output to what you approved. Any delay in returning the proof will delay your project.

In most cases the final color output will satisfy the customer, but for those clients who are attempting to match a particular color (i.e... Company logo or additional printed materials not printed by S & J CD Duplication, Inc. this step should be taken. Any color output concerns relayed after a project is run without a match proof will not be considered for a reprint.

Please check one of the following statements:

***I wish to receive a color match at the fee indicated above:** **Yes** **No**

*S & J CD Duplication, Inc. Reserves the right to request a color match print on any particular job if the pressman deems it necessary. This is only in unique quality control situations and is intended to benefit the consumer.

Authorized Signature

This must be signed

We are very serious about meeting our turn time deadlines. Please use the checklist below as a guide so we can complete your job as quickly as possible..

ITEM	Please Check Off
2 CD-R/DVD-R masters submitted on the best quality media, burned at lowest speed possible. Master packaged in soft packaging to prevent scratches.	<input type="checkbox"/>
Art Files In Acceptable PC/Mac	<input type="checkbox"/>
Is the master an audio disc?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does it have CD Text for track/artist information?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will The Order Be Uploaded?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Any e-mails confirming pricing or order description printed out and attached.	<input type="checkbox"/>

Ordering Terms and Conditions

Please read and sign at the end of the next page

LIABILITY: * S & J CD Duplication, Inc. limits liability to re-do or refund (at our sole options) on the services performed, providing that the product is deemed defective by reason of workmanship or material. Reruns or refunds will only commensurate the quantity or value of goods deemed defective. No product is replaced, or credit given, more that thirty (30) days after the clients' receipt of the product. Shipments sent back or returned to the client on the account of S & J CD Duplication, Inc. will be sent via UPS ground only. S & J CD Duplication, Inc. will not be held liable for damages or errors occurring as a result of the shipping company whether it be the shipment itself or components of the product. All problems or concerns are handled as professionally and as fairly as possible, however if a client deems it necessary to pursue litigation, such litigation will be held in the courts of the Orange Park, FL area of zip code 32065.

DATA CONCERNS: Do not send any data that has not been backed-up. S & J CD Duplication, Inc. will not be held responsible for lost or damaged data. This means do not send your only masters. Software piracy is a federal offense. We will not perform any illegal replication. All materials submitted to S & J CD Duplication, Inc. remain the property of the customer, but masters and artwork are kept on file for the ease of reordering and for piracy concerns for 3 years. Master returns must be in writing and shipping will be charged accordingly.

ORDER CANCELLATIONS: If an order is cancelled for any reason, the customer is responsible for any art or manufacturing charges incurred while in production.

TURN-AROUND TIME : 8 - 10 business days for bulk orders, or orders that require no printed materials (jackets etc.). 12 -14 business days for fully packaged products (except during peak times). Please keep in mind that your job cannot begin until all artwork has been approved. Turn around times also do not include the transit time from our door to yours. There are varying rush options. Please call for details. Day 0 is the day the master, order form, payment and artwork approval is received via e-mail. No turn begins until an artwork approval is received in writing by e-mail or fax.

DEPOSIT: We require a 50% deposit on all orders with the balance to be paid prior to shipping the final product out (no C.O.D's). No work will proceed on any order until the appropriate deposit has been received. We require final payment in full before shipping any product.

OVERS & UNDERS: We ship only the amount ordered.

DEADLINES: Although we will make every effort to meet your deadline, we are not liable for delays. Any shipping upgrades, etc. required to make your deadline are your responsibility and must be arranged prior to your job hitting production. We are working on as many as 100 jobs at the same time, this policy is the only way we can keep as error free as possible. No rush status of any job may be changed after the job is sent to production (after you approve the artwork). Only under extraordinary conditions will we allow for a change. All requests must be sent via e-mail to sales@snjcd.com.

PACKAGE LIABILITY: S & J CD Duplication, Inc. will not be held responsible for materials damaged in the transit process. Please insure your package accordingly.

MASTERS: Masters are kept on file for 3 years past the date of the last order for the ease of reorders. If you would like your master returned to you in that time frame, please let us know. The shipping cost to return your master is \$5.00.

I agree to the terms outlined above.

Authorized Signature