



Duplication Rights Contract

AV Media adheres to and follows a strict interpretation of the Copyright Law of the United States. To review this law, click on: <http://www.copyright.gov/title17/>. Take special note of Chapters 10 & 11.

To place a duplication order with us, please print and complete this page. Then fill in the blanks with required information, and return to **AV Media**, legally known as **Don Andrews and Associates, Incorporated**. You may enclose the signed document when sending your master or you may fax the signed form to us at (817) 285-9153.

You have asked **Don Andrews & Associates, Inc., (dba AV Media)** to duplicate certain materials which are identified below. **AV Media** will not become involved in the duplication of any material without proper authorization.

In consideration of the agreement by **AV Media** to duplicate the Materials on the terms set out in this agreement (the "Duplication Agreement") to be entered into between us, **AV Media** requires that you warrant, represent, and agree as follows:

1. You represent and warrant to **AV Media** that:
 - a. The duplication of the Materials under the Duplication Agreement will not result in the violation of any local, provincial, state, federal or international laws, regulations or other government requirements or infringe any copyright, right of privacy, trade mark, patent, trade name, trade secret, performing right or other types of intellectual property or any literary, dramatic, musical, artistic, personal, civil, private, contract or property right, or any other right of any other party or person (the "Intellectual Property Rights");
 - b. The Materials do not contain any libelous or slanderous material;
 - c. The Materials do not contain any offensive materials (including, but not limited to, obscene, pornographic, indecent and hateful materials);
 - d. You possess the right, power and authority to enter into the Duplication Agreement and to authorize Andrews to duplicate the Materials under the Duplication Agreement; and
 - e. After reasonable investigation on your part, no one owns or claims to own (or has or claims to have) any interest in the Materials, or in the Intellectual Property Rights in the Materials.
2. You agree to indemnify **AV Media** and save harmless **AV Media** from and against all claims, demands, actions, causes of actions, suits, proceedings, settlements and judgments (the "Claims") which may be made or brought against **AV Media**, or which **AV Media** 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 **AV Media** are made a party to any Claim, then you agree to defend **AV Media** and indemnify **Don Andrews & Associates, Inc.** for all liabilities, damages, costs, and expenses (including, but not limited to, reasonable legal fees on a solicitor/client basis) suffered by **Don Andrews & Associates, Inc.** as a result of said Claim or action.

3. You acknowledge that **AV Media** will be acting in reliance on your representations, warranties and agreements contained herein and and that you have received adequate consideration in relation to signing in the space provided below.

4. You further acknowledge and agree that responsibility for complying with the Duplication Agreement rests with you. **AV Media** will not, as an ordinary practice, review, edit, censor or monitor the Materials provided by you to ensure that they comply with the terms of the Duplication Agreement or with applicable law. **AV Media** may refuse at any time to allow copies to be made of the Materials outlined below because of the physical condition of the Materials, donor restrictions, copyright law, public record exemptions, or if in violation of our own Code of Ethics.

Donald D. Andrews, President
Don Andrews and Associates, Inc.
dba AV Media

Please confirm your agreement with the foregoing by signing the enclosed copy of this letter where indicated below and return to the address below.

We have read this letter and we agree to its terms.

Project / Album Title _____

Name of Company _____

Customer Name and Title _____

(please print)

Customer Signature _____