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 Bloomington, Indiana 47403
 Phone (812) 331-2056 • FAX (888) 396-8279
 E-mail: sales@iamdcd.com
www.iamdcd.com



- You Must Read, Complete and Sign the Following *Production Checklist and Terms of Business Form*. Your
- Complete and Return the *Electronic Files Submissions Form* (if applicable).

Customer Name: _____

Shipping Address: _____

City, State, Zipcode _____

Attn: _____

Contact: _____

Phone: _____

Fax: _____

Email Address _____

** Please note that all proofs, tests and product will be shipped to the above address unless otherwise indicated. Please provide any special shipping instructions in the indicated section of the checklist or to your IAMMD customer service representative IN WRITING*

New Release Reorder Audio Data DVD Barcode Requested

TERMS OF SALE:

1. **Terms of Sale are will be atleast 75% down, balance due upon completion or shipment of the project**
 IAMMD will accept Visa, MasterCard, Discover, and American Express, personal or business check for your down payment, with the balance paid by certified funds, Visa, MasterCard or American Express. Terms other than standard terms must be pre-approved in writing.
Note: In the use of a personal check, this will delay your project 10 days to allow the check to clear, once the check has cleared our bank, your project will then be placed on the production schedule. If you are under a deadline, it is best to use a credit card.
2. **Finance Charges of 1½% per month (18% annual) will accrue on all balances not paid within thirty (30) days of invoice date, and or completion date of project.**
3. **A SERVICE CHARGE OF \$40.00** will be assessed for each returned check.
4. **A Monthly Storage and Handling Fee of \$75.00 per month** will be added to your account on all finished goods not picked up within 10 working days after completion of project unless other arrangements are made with your IAMMD sales representative.

DEPOSIT (Required to start your job)

Your deposit needs to be sent with this form 75% (Please check one:)

_____ CHECK ENCLOSED -- A personal check is fine for initial deposit; certified funds, credit card, or personal check that meets Telecheck® requirements (no starter checks accepted; physical address and drivers license/SSN must be on check) is required for final payment. *Please note that personal checks must clear before project will start (approximately 10 days). If you are under a deadline it is best to use a credit card.*

_____ Please charge the project cost to my MasterCard / Visa / Discover / American Express as listed below:

Please check here if you wish IAMMD to charge Visa/MC/Amex/Discover

Name on the Card : _____ 3 Digit Code on Back of Card: _____

Credit Card Number: _____ Expiration Date: _____

Address your credit card is billed to: _____ Three Digit Security Code: _____

Terms of Business

IMPORTANT: All new customers, it is essential that you read, sign and return the “Terms of Business” before we can begin your project.

PLEASE NOTE:

IAMD, LLC strives to provide its clients with total customer satisfaction. IAMD is not responsible for errors or mistakes due to unclear instructions or lack of instructions communicated to them. Due to the multiple variables in audio, video and / or package manufacturing, all customer due dates remain as estimates only. At **IAMD** we will do everything we can to meet or exceed your projected deadlines and / or release dates. Communication with your Customer Service Representative is extremely important in regard to meeting any project release dates and related functions, shipping schedules and your project timetables. **We require you to supply us with written directions and comments when at all possible. Delays in YOUR communication dealing with any aspect of your project (layout and design, typesetting proofs, color proofs, electronic files, deposits, test approvals, etc.) will have a direct effect on your expected schedules.**

PROPRIETARY RIGHTS: Customer is solely responsible for ensuring that it holds all ownership or legal rights to the intellectual property, information or other materials submitted to IAMD, LLC. IAMD agrees to fill Customer’s order only upon the express understanding that Customer warrants and represents to IAMD that Customer has full right, title, license or other interest such as to allow it to lawfully have reproduced or copied all of the intellectual property, information or materials submitted to IAMD by Customer. Further, Customer expressly agrees that it will hold harmless & indemnify IAMD against all costs, damages, expenses or other losses (including without limitation all attorneys’ fees & litigation expenses) incurred by IAMD as a result of any claim by any person or entity that they have a proprietary or other interest in the intellectual property, information or materials submitted to IAMD by Customer. At IAMD’s sole discretion, Customer will assume the defense and expense thereof of IAMD in any claim, legal action, arbitration, mediation, alternative dispute resolution process or other proceeding of any kind. Customer’s warranty and representation and hold harmless and indemnification agreement extends to all form of intellectual property of any type, including without limitation all copyright, trademark and patent rights under the laws of any nation, state, province or locality and any international treaty, agreement or convention of any kind relating to any form of intellectual property.

Duplication of projects (1,000 units or less): Customers having their projects duplicated instead of replicated should understand the differences in the manufacturing process. All projects less than 1,000 **will be** duplicated by IAMD, during this process all CDs will be manufactured using CD-R’s that will have a silver bottom, and printed directly to the CD face. If you are doing a full color process for the CD or DVD face, the graphics will be placed onto the disc using ink from an inkjet printer. Once this ink has been applied to the disc face of the CD, the ink prefers not to be in high heat, or in a damp area for long periods of time. This will not affect the audio quality, just the image that will be placed on the disc face.

All inserts will be printed with an 8 bit high end digital laser printer. Due to the cost of having the inserts printed with an offset printer, the digital laser printer is the most cost effective way to produce a quality looking inserts and traycards.

Digital Proofs on All Projects Manufactured By IAMD, LLC

Generally we will send out digital proofs for your CD project, we ask that you provide us with your Email address, requested on the first page of this paperwork. In the event you do not receive a digital proof within two days, please contact your sales representative if you would like to review the graphics prior to printing. Otherwise, we will manufacture your project on the graphics that you have provided to us. In orders of less than 1,000 that would prefer a hard proof, we can do this, however, this does not include any of the cardboard sleeves, Jackets, or Digipaks. We can send you out a hard proof of your project for an additional cost of \$20.00. Once the proof is sent to you either by Email, or through the mail, your project will be placed on hold until we hear from you that the artwork is useable. So, once we have approval on the artwork, we will then move forward on the project, the timeline to complete your project is from the approval date until completion. So, if you delay in contacting us, this will also delay the production and shipment of your project.

LIMITATION OF LIABILITY: IAMD DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IAMD shall not be liable under any circumstances for any incidental or consequential loss or damages, including but not limited to loss of profits, and the customer expressly waives any and all claims for any such loss or damages. IAMD is not liable for freight charges in the event of delayed completion dates. Under no circumstances shall IAMD’s liability exceed, nor shall customer’s available remedies extend beyond, return of the full fees or charges paid for any services provided by IAMD.

COMPACT DISC JOB CHECK LIST

New Release Reorder Audio Data DVD Barcode Requested

Package #: _____ Quantity of CD/DVD : _____ Unit Cost: _____

Project Title: _____

Artist: _____

Type Of Master provided (Audio, Data, or DVD) _____ **(Must be accompanied by an EDL/Track Sheet. Any Special instructions must be in writing. **Attach Instructions.** If EDL / Track Sheet is not provided, extra charges and delays may occur.)*

Mastering Package

- None** No Mastering will be done to audio project
- Silver** Adjust sequencing, cropping, and spacing between tracks to your specifications. All gaps cleaned up, all levels balanced across tracks. This package does not compression, equalization, or fade outs.
- Gold** All levels optimized for maximum sound clarity and punch. Signal processing including equalization and compression where necessary. Track spacing and sequencing adjusted to your specifications, all gaps cleaned up dead space noise elimination, head and tail cropping and final fade outs where required.
- Platinum** Custom mastering, audio surgery, EQ, compression and digital audio repair on a per track basis. Can be combined with all services offered in the Silver or Gold mastering packages.

CD Face Printing

(Please select the type of printing for your CD)

- Thermal** This is a one-color process of applying the print to the CD Face using heat, text only no graphics
- Inkjet** This is generally a multi-color process. Inkjet printed disks must be protected from extreme heat and moisture. The heat and moisture only affect the printed portion of the disk. The data layer is not affected by heat and moisture.
- Offset / Silk Screen** Offset printed CDs / DVDs use a multi-pass multi-color process. Each color is applied separately. This requires a film to be produced for each color. Silkscreen printing is generally used in the replication process (**1000 units or more ONLY**).

Disk Type

- Thermal** Shiny chrome looking face. This disk can only be used in the thermal printing process.
- White Inkjet Printable** This CD is usually used in projects where brilliant color is desired. Please note that on projects that have extensive coverage flaws in graphics are easily exposed using this disk.
- Silver Inkjet Printable** This CD is most often used in projects that have extensive coverage. Colors will look translucent and the disk will have a "metallic" appearance. Please note that whites on this disk are not as brilliant as that of the white inkjet printable CD.
- Replicated** This disk can only be used during replication (1,000 units or more).

Packaging

- | | |
|---|---|
| <input type="checkbox"/> Jewel Case | <input type="checkbox"/> Black Tray |
| <input type="checkbox"/> Slim Jewel Case | <input type="checkbox"/> Clear Tray (Used when you select 4/1 or 4/4 printing on tray card) |
| <input type="checkbox"/> Paper Sleeve | <input type="checkbox"/> Black Flip Tray (Used for 2 Disk Projects) |
| <input type="checkbox"/> Cardboard Sleeve | <input type="checkbox"/> Clear Flip Tray (Used for 2 Disk Projects) |
| <input type="checkbox"/> Cardboard Eco-Wallet | |
| <input type="checkbox"/> "Digi" Style Case | <input type="checkbox"/> No Packaging, Bulk Disc Only |

COMPACT DISC PRINTED COMPONENTS

Have you included finished print samples? Yes No How Many Pieces? _____

Bar Code included in composite negative? Yes No

Do you require IAMD to supply a barcode? Yes No

**** IAMD will supply a barcode for all orders over 300 units. On orders less than 300 customers will be charged \$59.00 if they require a barcode.**

NOTE: If you require a barcode on your disc project, you **must** provide a white box on your project indicating your requested location of your barcode. In the event the background is white where you want to place a barcode, please place a black box in this area with the words "barcode" inside the box.

IAMD Graphic Services: Please select all that apply.

Graphics supplied on IAMD templates ? (If not additional charges will apply) Yes No

Would you like IAMD to do your graphics layout for you ? Yes No

(We do your graphics for you. This is a \$35.00 hour charge. Typically this takes about 4 hours.)

Template Transfer (Customer already has graphics complete but not on templates or on incorrect templates. This is a \$35.00 per hour charge. Generally this takes one hour to complete).

Proofs (There is a charge of \$20.00 plus shipping for each hard proof, this is for all units under 999, this cannot be done for units over 1,000 units. There is no charge for a digital proof sent via Email.)

Booklet/Inlay:

2 Panel 4/1 Printing (Full color on one side, Black and white on opposite side.)

2 Panel 4/4 Printing (Full color on both sides.)

4 Panel 4/1 Printing (Full color on one side, Black and white on opposite side.)

4 Panel 4/4 Printing (Full color on both sides.)

6 Panel 4/1 Printing (Full color on one side, Black and white on opposite side.)

6 Panel 4/4 Printing (Full color on both sides.)

8 Panel 4/1 Printing (Full color on one side, Black and white on opposite side.)

8 Panel 4/4 Printing (Full color on both sides.)

Duplicaion Special Package Upgrades (999 CDs / DVDs or less)

Inserts printed on super gloss paper to give that extra shine to your project - add \$0.05 extra to the overall unit cost

Disc to be silk screen printed instead of inkjet printing – add \$0.60 extra to the overall unit cost

Laminated disc face (seals the printing and making the disc water proof and smug proof - add \$0.40 extra to the overall unit cost

Extra instruction on provided materials from you the client

Do you wish IAMD to store all of your components at no extra charge ?

You wish your components to be returned.

VERY Important!

- Always enclose a printout of all final files.
- Electronic image files should be saved in the proper mode (generally CMYK or grayscale, NOT RGB.)
- Please do not flatten your files, please leave the layers intact so that we may make any slight changes to the graphics for cutting and production reasons only.
- Resolution for all images (folders, booklets, tray cards, CD labels) should be 300 dpi or higher
- You must always provide a copy of all used fonts (substitution of fonts may result in a different look and flow of text.) Please avoid using Multiple Master fonts, and do not include Mac fonts.

Please list all documents to be output: Please list all used fonts:

Filename: _____

Fonts Used: _____

Filename: _____

Fonts Used: _____

Filename: _____

NOTE: Please include all fonts used on the graphics CD that will be sent with your project.

MATERIALS PROVIDED TO IAMD WITH THIS FORM (Please check all that apply):

- Audio Master(s)
- Graphics Files on CD
- Print Samples of All Artwork
- Bar Code Number that you are providing : _____
- CAMERA READY BAR CODE ART

CD INSERTS AND TRAY CARDS *Quantity MUST cover possible 10% overrun (example: for 1,000 CD order, provide atleast 1,100 printed booklets/folders & tray cards)*

ARE ANY OF THESE MATERIALS COMING TO US AT A LATER DATE? (Check one) YES NO

IF YES, please list materials and dates on which you expect us to receive them:

ADDITIONAL COMMENTS REGARDING YOUR PROJECT:

IMPORTANT: I understand and accept the following principles in choosing to work with IAMD. I also understand that in the event that I would cancel my project, that after artwork has been approved and or manufactured and in the event the duplication / replication process has been scheduled for production, and cancellation charges incurred are the responsibility of the customer and not IAMD. This includes any glass mastering and film charges incurred for jobs subsequently cancelled after the art approval process.

- I affirm that I have obtained all necessary copyright clearances (whether for music, software, cover graphics, sound samples, or any other intellectual property), have paid my mechanicals to the Harry Fox Agency or directly to the composer, and agree to indemnify and hold harmless IAMD from any and all claims, demands, suits and proceedings asserted regarding any copyright-infringement or related proceedings. In the event such claims, demands, suits or proceedings result in damages for which IAMD shall become responsible or liable, including IAMD’s reasonable attorneys fees associated therewith, then I, at my cost and expense shall satisfy said demand or claim.
- I understand that IAMD is not a record label, and that any use of an IAMD service does not imply that they are functioning as a label for my release.
- I understand deadlines are NOT GUARANTEED (although IAMD is well known for going out of its way to make client deadlines).
- I understand that there is an implied lien on all materials supplied until final payment is made. (In other words, if I fail to pay my bill in full IAMD may dispose of, sell, or license my materials to recoup any debt owed by me).
- My sending of masters and other final materials implies that I have kept an exact safety copy of the audio masters, and a computerized or similar backup of all original artwork sent. I will not hold IAMD liable for any damage to or loss of materials.
- I understand that IAMD does not guarantee an exact color match, nor does it guarantee that there won’t be occasional, minor marks on the printing it provides (“printer’s hickeys”). It does, however, guarantee that colors will be matched within the commercial criterion of “pleasing color,” IF AND ONLY IF I PROVIDE A MATCHPRINT (i.e., a proof made from my actual film or file) with my order.
- I understand that unless I’ve clearly requested mastering, all audio will be run exactly as provided.
- I accept IAMD is not responsible for consequential damages (such as loss of potential revenue) due to errors on its part.
- I have full authority to act on behalf of the group or artist (if other than myself) for which IAMD will perform replication services, and I may therefore agree to these provisions on its behalf.
- Payment for goods and services are due in full immediately upon order placement.
- I agree to pay all collection costs, including reasonable attorney’s fees (assuming there is such a thing), in the event my account becomes delinquent.
- I agree to personally assume liability as principal for payment of this invoice.
- I agree, if this is a credit-card purchase, that my signature below is as binding as if I were signing a credit-card sales slip in person.
- A facsimile of this agreement and any notices generated by a fax machine (as well as a photocopy of them) shall be treated as original documents.
- I agree to the additional terms listed below.

X _____ Today’s Date : _____

PRINT YOUR NAME : _____

Please send your materials, along with this form, to the following address:

**IAMD LLC
906 West Countryside Lane
Bloomington, Indiana 47403 USA**

NOTE: If you are sending your package via the US Postal Service, Please do NOT require a signature for your project to be delivered to IAMD, otherwise this will delay your project, we recommend all project be shipped via UPS, FedEx, or DHL, not US Postal Service.

ADDITIONAL TERMS (Please read carefully):

- Electronic files received from clients are considered to be in FINAL FORM. **Changes & corrections made to electronic files after receipt by IAMD will incur charges.** Corrections on such files will be billed at \$75 per hour with a minimum charge of \$55.
- Before work can proceed on electronic files, our e-file information form and final printouts must be received.
- Deposits: The minimum deposit required for complete CD packages is \$1200 or 50%, whichever amount is larger. (Exception: for jobs whose total price is less than \$1200 send 75% deposit.)
- **No work will proceed on any order until the appropriate deposit has been received.**
- Type of Payment Required: Personal check, Mastercard, Visa, Amex, Discover, Personal or Company Check, Money Order
- We REQUIRE final payment in full before shipping any product. Sorry, we do not ship C.O.D.
- **Deadlines & ship dates are not guaranteed**—although we’re famous industry-wide for going through hoops for our customers, we are not liable for delays. Any shipping upgrades, etc. required to make your deadline are your responsibility. If a specific date is required, IAMD must know the required date at the time the order is placed. We will confirm the date with the factory and let the customer know if the factory will be able to meet the deadline. Without a rush fee, the factory cannot guarantee turn times.

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 or DVD ROM discs, including:
 - Software copyrighted by your company or the company that developed the CD for you
 - Any other executable (.exe) files not owned by you or your company (this includes applications by Microsoft, Apple, Intuit, Corel, Adobe, etc.
 - Any shareware or freeware executable (.exe) files on the disc (Acrobat Reader, Macromedia Flash, Apple Quicktime, Internet Explorer, Netscape Navigator)

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

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

¹If 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 the Harry Fox Agency (www.songfile.com).

²If 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.