



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). 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 _____



Fax: 206.888.2765

Rev. 3-14-01
International Recording Media Association
www.recordingmedia.org
APCP-12

MANDATORY INDEMNIFICATION AGREEMENT

(Production Services / AZ requires an officer of your company to sign the following agreement to help protect you, your material, our suppliers, and ourselves. This form is required before any duplication can be performed. Return this form with your materials.)

_____, (the "Customer"), by executing below, hereby represents and warrants with respect to any and all data, recorded or printed materials, delivered to Production Services / AZ. (PS/A), in connection with this Agreement that (1) the Customer has obtained all rights, and permissions required to be obtained, to have this data and artwork supplied by the Customer to PS/A replicated onto CDs or DVDs without infringing any trademark, copyright, contract, or property rights and has 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: (2) 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 (3) the Materials do not contain obscene and/or pornographic matter.

In consideration of PS/A supplying products herein and providing the services to the Customer under this Agreement, the Customer hereby indemnifies and holds PS/A 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 expended by or threatened against PS/A by reason of, or arising out of any claim for royalties pursuant to contractual agreement governing the data, recorded and printed material delivered to PS/A pursuant to the 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.

Corporate Officer - Print Name

Title

Signature of Officer

Date



PRODUCTION SERVICES / AZ
P.O. Box 327
Cave Creek, AZ 85327

voice: 480.327.9066
fax: 206.888.2765

<mailto:psainfo@psavideo.com>

<http://www.psavideo.com/>

SUITABILITY OF USE DISCLAIMER

(Production Services / AZ requires an officer of your company to sign the following statement to help protect you, your material, our suppliers, and ourselves. This form is required before any duplication can be performed. Return this form with your materials.)

_____, (the "Customer"), by executing below, hereby represents and warrants with respect to any and all data, recorded or printed materials, delivered to Production Services / AZ. (Group AMC, inc), in connection with this Agreement that: (1) the Customer has expressed to PS/A its correct intended use and need for this material and that (2) the Customer has determined through their own use of any final or test disk/s supplied by PS/A or others, that the program material works as needed and the quality and acceptability of the product is suitable for the Customer's needs, and (3) The Customer hereby gives his/her permission/approval for, and directs PS/A to duplicate or replicate this material as is or with changes as noted or as it has been presented to the customer. The Customer also hereby releases PS/A of any responsibility for the quality of the final product should the Customer not have personally reviewed this material and holds PS/A harmless against any claims of unsuitability should the Customer not have reviewed the test materials supplied by PS/A or any other third party for his/her review. PS/A assumes no responsibility for untested masters.

The Customer hereby understands and agrees without any reservations that some CD and DVD products may not play on every player/PC/MAC in the marketplace due to variations in player brand names, price points, manufacturing origins or techniques. PS/A assumes no responsibility or liability for any discs that fail to perform once original material and authoring quality has been established, tested and approved by the Customer through their own personal testing and acceptance procedures.

In light of this, the Customer recognizes that normal manufacturers' warranties apply to all materials used in the manufacturing and packaging of the material to the extent of the original manufacturers' policy.

CHANGES: _____

Customer, having test or declined testing affirms: **No Changes Required:** [] (check here & initial)

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