



# CD/DVD REPLICATION New Order - ProLine

## CONTACT / SHIPPING INFO

Artist / Company:	<input type="text"/>	Shipping address:	<input type="text"/>
Project Title:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contact Name:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Telephone #:	<input type="text"/>	Mailing address:	<input type="text"/>
Email:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Website:	<input type="text"/>	<input type="text"/>	<input type="text"/>

**TYPE OF PROJECT**    **CD Audio**    **CD-ROM**    **CD Enhanced**    **DVD-5**    **DVD-9**

**QUANTITY ORDERED**    Subject to 10% overrun / underrun

## MASTER INFO

Type of master provided (check one)   **CD:**    CD-R / PMCD    DDPI   **DVD:**    DVD-R    DLT

Mastering Engineer / Company: \_\_\_\_\_

## GRAPHIC DESIGN INFO

**DESIGN OPTIONS:**    I am providing designed artwork    GrooveHouse is designing my art

Designer's Name:    Studio Name:

Designer's Phone:    Designer's Email:

Is your designer authorized to approve proofs on your behalf?   **Y**    **N**

**PROOF OPTIONS:**    PDF proofs - no charge    Printed proofs - \$49, not available for disc face

Mailing address if ordering printed proofs:

## DISC REPLICATION

**PACKAGING OPTIONS:**    Bulk discs    Packaged   Multi-disc set?   **Y**    **N**    If yes, qty \_\_\_\_\_

**CHECK DISCS (DVD ONLY):**   **Y**    **N**    If yes, qty \_\_\_\_\_ (max 5). Additional charge applies.

## PRINT & PACKAGING

Please fill out as applicable.

- JEWEL CASE** - Choose tray color:  clear  black  white
- DVD CASE** - Choose case color:  black  white  clear
- JACKET/WALLET:**  5" single jacket  4 panel wallet  6 panel wallet  8 panel wallet
- CD DIGIPAK:**  4 panel  6 panel  8 panel / Choose tray color:  clear  black  white
- DVD DIGIPAK:**  4 panel  6 panel  8 panel / Choose tray color:  clear  black  white
- NON-PRINTED:**  Paper Sleeves  Tyvek sleeves  Clam Shells (non-printed)

### OPTIONS FOR DIGIPAKS, JACKETS, & WALLETS

- STOCK TYPE:**  15 pt. standard white board stock (up to 35% recycled content)  
 18 pt. standard white board stock (up to 35% recycled content)\*  
 18 pt. Enviroboard (white 100% recycled content)\*  
 18 pt. Chipboard (brown 100% recycled content)\*
- COATING:**  water-based (standard)  matte varnish\*  UV\*  reverse board stock\*
- POCKET** - Choose style:  tube  thumbhole  slant (corporate)  slit
- 100% RECYCLED DIGIPAK TRAY** (clear only)\* \*Additional charge applies

### OPTIONS FOR PAPER INSERTS

- CD Folder - # panels   DVD Wrap  4/1 (full color / B&W)
- CD Booklet - # panels   DVD Folder - # panels   4/4 (full color both sides)
- Poster Fold - # panels   DVD Booklet - # panels   Pantone (PMS)

**FINISHING:**  **POLY WRAP**  **NO WRAP**  **WAFER SEAL** (cardboard only)

## EXTRAS

### BARCODE OPTIONS

Does your product require a UPC barcode?  **Y**  **N**

Please supply the number  I have my own number:

**CDDB ADDITION** (\$49) - your CD data automatically added to iTunes, WinAmp, etc.

Label name: \_\_\_\_\_ Genre to file under: \_\_\_\_\_

**STICKERS** qty:  (min 1000) Size and shape:

Where on the product do you want them affixed? (e.g. bottom left):

**WEB SPECIAL / PROMO CODE** (if applicable):

## PAYMENT INFORMATION

Please enclose your a 75% deposit payment with this form. The balance, including shipping and applicable taxes, is due at the completion of your order and must be paid before product is released. Unless you make other payment arrangements in advance, the credit card number used for your deposit will also be used for the balance. If you wish to pay your balance by cash, check or money order, your product will ship once we receive payment.

Payment method:  Check # \_\_\_\_\_  Money Order  Cash  Visa  MasterCard  AmEx

Card number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ 3 digit security code: \_\_\_\_\_

Name as it appears on card: \_\_\_\_\_ **Signature:** \_\_\_\_\_

Card billing address: \_\_\_\_\_

By signing here, I certify that I own the rights to this recording, and/or that I am authorized by the artist(s) whose performance will be replicated, to reproduce these materials. I agree to personally assume liability as principal for payment to Groove House Records for these goods/services. I have also read the Terms and Conditions and agree to them as stated. I understand that if my art files fail to meet Groove House Records' specifications, any changes and corrections made by Groove House Records will result in additional charges at a rate of \$85 per hour, with a minimum charge of \$50.

**SIGN HERE:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## WHAT WE NEED FROM YOU

### PLEASE SEND THE FOLLOWING:

- MASTER** (CD-Audio, CD-ROM, DVD)  
Use high quality media burned at 1x speed.  
See our mastering specs for more detail.
- ORDER FORM** (pp. 1-3)  
Signed and completed.
- TERMS & CONDITIONS** (p. 4)  
Read and sign.
- IPR FORMS & LICENSING** (pp. 5-6)  
Shows that you have the right to replicate these materials.  
Both parts must be completed.
- ART FILES**  
Must be created using GrooveHouse specs and templates.  
Otherwise your job will be delayed and you may be charged for fixes - no exceptions! See our graphic design specs for more detail. Upload here or burn on disc.
- DEPOSIT**  
75% of your estimated quote total. Check, VISA, Master Card or AMEX accepted. For quicker shipping, supply a credit card number.
- COPY OF YOUR QUOTE** (if applicable)

Package materials in a padded envelope and send via a trackable service (FedEx, UPS, Express Mail) to:

**Groove House Records**  
**5029 Serrania Ave.**  
**Woodland Hills, CA 91364**

(Don't forget to make backups for yourself!)

**Please call with any questions.**  
**We're here to help!**

### Important note about timing...

In the interest of sanity, we strongly recommend that you do not plan a release party or other event too close to your estimated delivery date. Situations sometimes come up which can delay a project or its shipping, so give yourself a safety margin.

If you have a tight deadline—talk to us. It is usually possible to rush a job, though this may add to the cost of running your job.

We know that creating your music took time. Please allow us sufficient time to make your product look and sound appealing to your audience.

# TERMS & CONDITIONS

## PRICING AND PAYMENT

We require a 75% deposit with submission of your order. No work will proceed until the appropriate deposit is received. Unless you make other payment arrangements in advance, the credit card number used for your deposit will also be used for the balance. If paying by check, your balance will be due upon completion of your order before we ship.

All orders are subject to a 10% under or overrun. You will be billed for the actual quantity shipped within this tolerance.

Quotations are based on information given by you at the time of quotation, and are valid for 30 days. We reserve the right to alter pricing if the order received is different from that which was discussed at the time of quotation. Pricing is subject to change without notice. Quoted or acknowledged delivery dates are estimates only. We reserve the right to change or substitute materials at our discretion based on current market availability.

You are responsible for any applicable taxes.

If your check is returned, a \$25 charge will be applied to your invoice or balance.

Should any amount remain outstanding after the ship date, interest will run on the amount from the initial billing date at the rate of one percent (1%) per month (12% per annum) and will accrue daily.

You agree to pay all collection costs, including reasonable attorney's fees and court costs, if any, and other expenses, including expert witness fees and deposition transcripts, incurred by Groove House Records in connection with any litigation or threatened litigation, including but not limited to, suit for collection of any monies due Groove House Records.

## SUBMITTED MATERIALS

Your order will be delayed and any estimated ship dates will not apply if you fail to provide all necessary materials in a timely fashion including master, properly designed art files, deposit, signed and completed order form, signed terms and conditions, signed IPR forms and applicable licensing documentation. Your submitted art files and master must meet our specifications, otherwise delays and/or additional costs may be incurred (refer to our Graphic Design Specs and Mastering Specs for information.)

All pricing assumes that you are providing us with fully mastered material in the correct format. It is your responsibility to review your master. All audio, CD-ROM and DVD content will be reproduced as submitted, with no changes.

Electronic art files submitted to Groove House Records are assumed to be in their final form and pricing is based on this assumption. Changes and corrections made to electronic files after receipt by us will incur charges. You authorize Groove House Records to make any and all necessary corrections on such files and understand that you will be billed at a rate of \$85 per hour with a minimum charge of \$50. Art files not placed in our templates will incur an automatic charge of \$85.

We cannot be liable for any damage to, or loss of, materials in our possession. You should provide insurance coverage of your materials, to include keeping in your possession an exact safety copy of all masters and artwork files, as our insurance policy does not provide protection for your materials.

## PROOFING

We will provide you with proofs of your artwork before going to press. The proof approval form must be signed, dated, and returned to us before printing can begin. Quoted packages include one set of PDF proofs. If you wish to make changes after PDF proofs have been created, a \$85 correction fee will apply. If you wish to make changes to your art files after print proofs have been created, an additional proof printing charge will apply, along with the \$85 correction fee.

Because of differences in equipment, processing, proofing substrates, paper, inks, pigments, and other conditions between color proofing and printing press room operations, a reasonable variation in color between color proofs and the completed job shall constitute acceptable delivery. We cannot guarantee an exact or "critical" color match. If you order PDF proofs, color cannot be guaranteed, and you will be required to sign a color waiver. We cannot guarantee against occasional minor marks, also known as "printer's hickies" on the printing it provides. On-disc printing cannot be accurately represented by either paper or PDF proofs. It is to be expected that a different result will occur on the disc face than on your proofs. We strongly recommend that you do NOT attempt to match the disc face colors to your cover art. They are printed using different processes (silkscreen vs. offset) on different surfaces (plastic vs. paper). Due to the nature of silkscreen printing, a reasonable color variation between discs will be considered acceptable.

## SHIPPING AND DELIVERY

You are responsible for shipping charges, including any shipping upgrades required to accommodate a rush request. Drop ship requests can be accommodated for an additional service charge.

Any stated times of delivery are estimates. We cannot guarantee delivery dates or turnaround times (including those for rush orders) and disclaim any liability for delays in delivery and any resulting consequential damage or losses.

Groove House Records cannot be held responsible for loss or damage to product once it has left our facilities. If you request a signature release for proofs or product, you will be held responsible for any loss or damage and forgo the right to make claims against the shipping agent.

In the event that you fail to pay for your order when due or fail to accept delivery or to pick up the products within 60 days of completion, Groove House Records shall have the right to dispose of your materials.

## RETURNS AND ERRORS

Groove House Records' products are guaranteed against defects in quality and workmanship. At our discretion, we will replace, or refund monies for those package elements manufactured by us which are deemed defective due to workmanship or material. Samples must be submitted to us prior to any decision. No package elements can be replaced, or credit given, more than thirty (30) days after you have received your product. Reruns or refunds will be prorated based on the quantity of goods returned to Groove House Records.

We will not be responsible for consequential damages as a result of our errors. Our liability is specifically limited to the wholesale value of the product manufactured. We reserve the right to request that all product be returned to us for our inspection or correction.

## ANTI-PIRACY POLICY

Groove House Records maintains a strict anti-piracy policy in compliance with the standards set by the International Recording Media Association (IRMA). This policy protects property rights owners from the unauthorized distribution of their product.

You are required to procure any and all copyrights, licenses, and other legal clearances for material you submit to us for manufacture. You are also responsible for paying any and all royalties, licensing fees, or promotional fees for use of this material. You agree to provide to Groove House Records all applicable licensing and copyright information.

If Groove House Records determines, or has reason to believe, that you do not have the authority to reproduce the product or materials provided, we will have no further obligation to provide any reproduction services and will return such product or material to you. You will be billed for all work performed and all materials used up to that point. We do not in any way assume an obligation to investigate or verify ownership of any and all intellectual property or other materials provided, and we will rely solely on your representations and warranties, as provided on our Intellectual Property Rights (IPR) form.

You agree that, to your knowledge, no claims with respect to the materials being submitted are currently pending, or are threatened by any person.

You agree to indemnify and hold harmless Groove House Records from all claims and expenses (including reasonable attorney's fees) incurred by you in connection with, or arising from any claim by a third party based on any assertion that the services provided to you under this agreement breaches any proprietary rights of such third party or any breach of any representation or warranty set forth in this agreement or the Intellectual Property Rights form.

## CANCELLATIONS

In the event that an order is cancelled, you will be billed for all work performed and all materials used up to the time of cancellation. After such cancellation, your materials and any completed product may be delivered to you only after your balance has been paid in full by cash or check.

## GENERAL

We will not be responsible for failure to fulfill our obligations if such failure is caused by circumstances beyond the reasonable control of Groove House Records, including but not limited to strikes, flood, accidents, war, inadequate supply of labor or any material, equipment failures, government demands or priorities, or transportation delays.

We reserve the right to distribute reserved copies of your product as samples to prospective customers and to use images of your art for marketing purposes.

We reserve the right to refuse or cancel any order at any time.

*I have read, understood, and accept the above terms and conditions.*

Signature \_\_\_\_\_

Date \_\_\_\_\_

# INTELLECTUAL PROPERTY RIGHTS

## Part 1 - IPR Ownership

In an effort to protect the rights of copyright owners, Groove House Records has adopted anti-piracy measures compliant with the International Recording Media Association (IRMA). As such, we are required to obtain proof that you have the required licensing for any and all content included on masters submitted for replication.

Please fill out this form completely to avoid unnecessary delays in processing your order. We must have a copy of your licensing agreements for all music or third party software being replicated. Please retain and send copies of all license agreements with your master. We cannot process your order without this form.

### Do you own the Intellectual Property Rights for the contents of this entire recording / project?

**yes**

Note: Even if you perform "cover tunes" the answer is "YES" if the performance is your own. See next page for how to handle cover tunes.

**no**

If you do not own the Intellectual Property Rights for everything in your project, you must provide proof that you have obtained licenses for the intellectual property owned by others.

### Your Recording / Project Title:

\_\_\_\_\_

### Where will the project be distributed?

- Within an organization
- Free to the public
- Retail
- Other

### Countries in which project will be distributed

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Please note:

\* This form must be completed by the individual or organization ordering replication, not by a broker or intermediary.

\* "Owned" content means that the individual or organization submitting this form is the Intellectual Property Owner of the material to be replicated.

\* Licenses must be obtained. Letters of indemnity are not acceptable.

### What is the content of your recording?

Please choose the content section below that is most appropriate to your project and follow the directions in that section. Enhanced Disc content requires completion of both CD-ROM and CD-Audio sections.

#### CD-ROM / DVD-ROM

Description of content: \_\_\_\_\_

\* If you are not the IPR owner for the entire project, list all the non-owned software, freeware and shareware included in your project.

\* Attach the necessary distribution licensing documentation from the IPR owner.

\* Note that some shareware and freeware products require distribution licensing. Consult the software vendor to learn what is necessary.

#### CD-AUDIO / DVD-AUDIO / VINYL RECORD

Artist / Band Name: \_\_\_\_\_

Type of music / content: \_\_\_\_\_

Is this a compilation recording?  yes  no

\* A list of track titles, artist and IPR owner (typically the performer or the label, not necessarily the composer) is REQUIRED (see next page of form.)

\* Any sampling or mixing of other recordings not owned (regardless of type, quantity and length) requires licensing of these original recordings.

\* If you are not the IPR owner (i.e. performer or label) of every track, you must submit an Audio Replication Agreement for each.

#### CD-VIDEO / DVD-VIDEO

Description of content: \_\_\_\_\_

\* If you are not the IPR owner for the entire project, proof of replication licensing from the IPR owner is REQUIRED.

\* If audio is separately licensed, complete the Audio section and provide the necessary Audio/Video synchronization licensing.

### IMPORTANT: Read and sign below. This signed form MUST be included with your order.

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 Company or Band Name and Telephone Number of Person Placing this Replication Order

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

\_\_\_\_\_  
Print Name of Person Placing this Replication Order

# INTELLECTUAL PROPERTY RIGHTS

## Part 2 - Track Listing / Licensing Documentation

Please list all tracks which are included in the recording to be replicated by Groove House Records.  
Track list must be in exact order as source master.

No.	Writer / Author	Song Title / Chapter	Time / Size	Recorded performance owned by*	Licensed** YES=licensed cover NO=original song
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.					
22.					
23.					
24.					
25.					

Continue on another sheet for additional tracks.

Are there any “cover tunes” (tunes performed by you but written by others)?  Yes  No

If YES, are they available for license through the Harry Fox Agency ([www.songfile.com](http://www.songfile.com))?  Yes  No

If YES, please apply for licenses online and enclose your electronic receipts with this order.

If NO, you should pursue the licensing through the appropriate performing rights society (ASCAP, BMI, SESAC) or contact the publisher directly.

\* refers to IPR owner

\*\*refers to owner of mechanical license