

Date: \_\_\_\_\_

Dear Sirs:

In consideration of your providing custom duplication and/or replication services to us, in connection with the order currently in your hands and future orders, we agree as follows:

1. We acknowledge that it is our sole responsibility to retain possession of, or to direct some other person to retain possession of, a back up copy of any master tape or disc, or of any tape or disc that is the sole existing copy, submitted to you while you are providing us with custom duplicating and/or replication services.
2. You warrant that you will take every precaution for the safety of our material in production or storage while such material is in your care, custody, and control. In any event your liability to us shall be limited to the cost of replacement of raw magnetic tape or optical disc stock for any masters or copies belonging to us or ordered by us, which are lost or damaged while in your care, custody and control. In no event are you liable for any consequential damage resulting from any of the foregoing.
3. We warrant that we will have the right to authorize all duplication or replication requested from you of any material supplied by us and agree to indemnify you against any claims, demands, actions and cost, including legal fees on a solicitor and client basis, resulting from your duplication or replication of such materials at our request by any allegation of:
  - a) Copyright infringement;
  - b) Trade mark or trade name infringement;
  - c) Violation of obscenity laws;
  - d) Violation of any person's right to privacy or right to publicity.

Yours truly,

Per: \_\_\_\_\_

Company Name :			
Contact:			
Address:			
City:			
Country:	Canada	Postal Code:	
Phone:		Fax:	
E-mail:			

**Please Note:** The applicant's signature attests to the copyright responsibility.

Please mail, fax or scan and email the completed form.