

Artist Development Associates, Inc.

• 47 Mellen Street, Framingham, MA 01702 • V (508)820-8738 • F (508)820-7920 • E www.artistdevelopment.com

Artist Name: _____ Project Title: _____
Company: _____ Contact Name: _____
Address: _____ City: _____ ST _____ Zip _____
Daytime Phone: _____ Alt: _____ Fax: _____ E-mail: _____

HOW WOULD YOU LIKE THE CD'S SHIPPED: Store Free Ship Coupon Client pickup
Target date for delivery _____ Drop dead date STANDARD RUSH ORDER? RE-ORDER

DIRECT TO PLATE PROOFING OPTIONS PLEASE CHOOSE ONE IF YOU ARE NOT PROVIDING OWN FILMS AND/OR DVD CHECKDISCS.

Option A: Proof by PDF (quickest /cheapest) Requires High Speed internet connection and internet browser.
E-mail PDF file links to: _____
 Option B: Pictro-proof Print Fedexed to you (extra charge / add 2 days to turn time) send proof to the following STREET address:
Contact: _____ Company: _____
Address: _____ City: _____ ST _____ Zip _____

MASTER INFORMATION / MASTERING THIS SECTION MUST BE FILLED OUT FOR ALL DUPLICATION ORDERS!

Has your music been mastered? yes no If so by whom: _____ Phone# _____
Type of Master: CDR DAT 1630 8MM/exabyte 1/2" 1/4" Other _____
Format: Audio ROM / Multimedia Hybrid [(Audio/ROM/Multimedia)] Hidden tracks? Length: _____ (max. CD 74min)
 My CD Needs to be mastered. Have Specialized Mastering call me for a quote and appointment.
Specialized Mastering: Package \$349. Includes: Sequencing, equalization, compression/limiting, up to 10 songs, up to 5hrs. of mastering time, CD master, a Back-up CD-R and Reference CD-R. Shipping additional. (additional time \$85/hr.)

GRAPHICS

Is ADA designing your layout? (\$85/hr) yes no If no, additional charges will be made for files not to our specs. **See our website for tip sheets.**
If yes, have you incl. a rough layout? yes no **ROUGH LAYOUT ON** paper disc e-mail Text File form _____

CDR ONE-OFFS INCLUDES: 1/2HR. GRAPHICS TIME, UP TO 74 MIN.

Quantity _____ Turnaround: normal RUSH Label: no printing Length: _____ (max. CD 74min)
Master info: CDR enhanced CDR Window envelope (n/c) Jewel case (\$0.25) Slimline Case (\$0.19) Assembly (\$0.10)

CD DUPLICATION

Quantity CDs _____ On CD colors: 1 pms 2 pms 3 pms 4 pms \$0.08 (min\$80) 4C process \$0.15 (min\$150) **GLASS**
GLASS MASTER OPTIONS: Standard 4:1 Audiophile 1:1 \$ _____ (Additional Charge)

DVD DUPLICATION

Quantity DVDs _____ On DVD colors: 1 pms 2 pms 3 pms 4 pms \$0.08 (min\$80) 4C process \$0.15 (min\$150)
Type of DVD: DVD-5 DVD-9 DVD-10 other _____ MASTER: DVD-5 DLT HD other _____

JEWEL BOX PACKAGING

PRINTED MATERIALS Quantity PRINT _____ (1K minimum) Ink colors - 4/0 = color/nothing 4/1 = color/black 4/4 = color/color 5/1 = color + 1pms/black
Inserts 2pp 4pp 6pp 8pp 10pp -OR- Booklets 8pg 12pg 16pg 20pg 24pg
INSERT FOLD: *folding dummy required 6pp or more standard barrel 6pp, 8pp Z-fold (accordion) 8pp, centerfold 8pp, double parallel
_____ Traycards Printing on inside of tray?: no yes (4/1 (clr/black) 4/4 (all color) other _____)

ALTERNATIVE PRINT/PACKAGING _____ Romvelopes 4 color _____ Cardboard Sleeves 4 color 2pp 4pp 6pp 8pp
_____ Digi-Paks 4pp 6pp 8pp _____ Kraft-board sleeves (min. 500) (ink spot colors: 1 pms 2 pms 3 pms)

Jewel Box: standard slimline dual fat dual _____ Tray: standard (blk) white \$0.08 clear \$0.08 color: _____
 No overwrap, (N/C) _____ Barcodes punched, \$0.05 _____ Return postcard inserts 4.75" x 4", Qty: _____
FILL OUT LABEL FORM FOR: Top spine labels, \$0.05 _____ Special feature labels, Qty: _____

DVD BOX PACKAGING

DVD SLEEVES: Quantity PRINT _____ (1K minimum) Ink colors - 4/0 = color/nothing 1/0 = color/black/nothing
DVD INSERTS: 2pp 4pp 6pp 8pp 10pp -OR- Booklets 8pg 12pg 16pg 20pg 24pg (insertion.05c)
INSERT FOLD: *folding dummy required 6pp or more standard barrel 6pp, 8pp Z-fold (accordion) 8pp, centerfold 8pp, double parallel
ALTERNATIVE PRINT/PACKAGING _____ DVD Digi-Paks 4pp 6pp 8pp with pouch

AMARAY STYLE BOX No overwrap, (N/C) _____ Barcodes punched, \$0.05 _____
FILL OUT LABEL FORM FOR: Top spine labels, \$0.05 _____ Special feature labels, Qty: _____

BAR CODE / CD-FREEDOM DISTRIBUTION (FREE WITH REPLICATION PACKAGES)

- CD Freedom distribution pkg. (\$55):** Includes barcode, website/internet commerce, toll-free ordering and fulfillment.
- Add my own barcode.** Company UPC _____ RELEASE # (4 digits) _____ -2 (cd) -4 (tape) (We'll add check digit)

POSTERS / RADIO FLYERS INCLUDES: PRINTING, FILM, 1/2HR. GRAPHICS

Quantity _____ Size: 11x17 18x24 Re-order w/ changes 1/0 1/1 2/0 2/1 4/0 4/1 4/4

Fast Turn Posters (1 to 500) 11x17: 4/0 4/1 Fast Turn Flyers (1 to 500) 8.5 x 11: 4/0 4/1

CASSETTES INCLUDES: PRINTING, 1/2HR. GRAPHICS

Quantity _____ Original order Re-order Re-order w/ changes Supplying own film

Total Time: _____ Cassette only Cass. w/ J-card & Norelco box Cass.-single w/ O-card

PRINTED MATERIALS min. 1000 _____ J-cards 4/0 4/1 4/4 5/1 standard j-card j+1 j+2 j+3 j+4 j+5

PAYMENT WE WILL NOT SHIP ORDERS WITHOUT FULL PAYMENT.

We require a 50% deposit or \$400, whichever is greater. Deposit amount \$ _____ cash check Money Order MC Visa Amex

Name on Card _____ Credit card# _____ Exp _____

Card Holder Signature: _____ (Must also sign Indemnification)

CLIENT'S Tax ID# _____ (Include a copy of tax cert.) **ALL ORDERS SUBJECT TO 10% OVER OR UNDERRUN (Industry standard)**

How did you hear about us? _____ Coupon discount? _____ Coupon source? _____

TERMS I understand and accept the following terms in choosing to work with Artist Development Associates.**INDEMNIFICATION**

The Client, by signature below, represents and warrants with respect to any and all materials recorded or printed in connection with this Agreement that the Client has obtained all right and permissions required to be obtained, and has paid any and all royalties required to be paid, pursuant to any contractual agreement governing such materials and the Copyright Law of the United States of America and any other applicable statutes or laws of any other jurisdiction regulating the rights and use of recorded and printed materials.

In consideration of Artist Development Associates, Inc. (ADA Inc.) supplying products and providing services to the Client, the Client hereby indemnifies and holds (ADA Inc.) 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 (ADA Inc.), its principals, employees, successors and/or assigns, by reason of, or arising out of, any claim pursuant to any contractual agreements governing the recorded and printed materials delivered to (ADA Inc.), pursuant to this 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 law of any other jurisdiction regulating the rights and use of recorded and printed materials. I understand that improper licensing may cause delays and possible cancellation of my job. Furthermore I understand that I am still liable for all pre-duplication and handling charges and expenses.

GENERAL POLICIES

- I understand and agree that the final quantity produced will be within plus or minus 10% of the quantity ordered. However, I understand and agree that as much as 10% of the printed materials could be consumed in the assembly process. Therefore, I agree to pay for the exact quantity of CD's delivered and for all printed materials, provided such quantity does not to exceed 110% of the quantity ordered.
- I understand that it is common practice in the industry to make back-up copies of all materials used the production process. I have made copies of all materials furnished to (ADA Inc.) and agree that I will not hold (ADA Inc.) liable for any damage to, or loss of, materials furnished to them.
- I understand that there is an implied lien on all materials supplied until final payment is made. I agree that (ADA Inc.) may retain, sell or otherwise dispose of all materials furnished and produced to secure the payment of any and all sums due (ADA Inc.) under this agreement. I understand that (ADA Inc.) has the right to withhold product and the return of client materials until full payment is made.
- I understand and agree that regardless of any specified project completion dates (ADA Inc.) can not be responsible for factory delays beyond our control. (ADA Inc.) uses their best efforts to deliver final product on or close to schedule, all payments due (ADA Inc.) shall be made in full with no deductions what so ever.
- From the time (ADA Inc.) receives my approval on all materials for manufacturing including but not limited to films, matchprints, masters and stickers, I understand and agree that average manufacturing "turn around time" is usually 8 to 12 business days, excluding holidays from the last and final approval. Upon completion of manufacturing (ADA Inc.) will ship my order at my sole cost and expense.
- I understand that the manufacturing and fulfillment process is complicated and has many steps in which a slight problem can slow down the turnaround time. While (ADA Inc.) will do as much as possible to meet my time table. It has been strongly recommended that I do not schedule a CD release party or similar event on the projected completion date of my job.
- I understand and agree that there is no guarantee I will receive an exact color match on printed materials. In addition, I understand there may be occasional, minor marks on the printing ("printer's hickies") and that colors can only be matched within the reasonable commercial criterion of "pleasing color," and then, IF AND ONLY IF I PROVIDE A MATCHPRINT (i.e., a proof made from my actual film) with my order.
- I understand that if any compact disc or other material produced by (ADA Inc.) from or through the use of Duplication material, packaging material, or labeling material is found to be defective in quality, or is shipped or labeled in error, (ADA Inc.) will replace or repair such defective Product and/or correct such error in shipment or labeling at it's own expense, on the condition that: 1) written notice of such defect or error is received by (ADA Inc.), at its office within ten days after its arrival at destination; 2) the defect or error did not result from a defect or error in the Duplication Material, packaging material and/or labeling Material supplied by or on behalf of The Customer. If said notice is not received by (ADA Inc.) within the delay indicated above, (ADA Inc.) will be deemed to be released from any and all liability.
- I understand that I shall return any defective Product to (ADA Inc.) should they request. (ADA Inc.)'s liability is limited solely to the replacement or the repairs, as the case may be, of defective Product which shall be returned to (ADA Inc.). The foregoing warranties are exclusive and are in lieu of all other warranties (whether written, oral or implied) including warranty of merchantability in other respects than expressly set forth above and warranty of fitness for a particular purpose.
- I understand and agree (ADA Inc.) is not responsible for consequential damages (including but not limited to loss of potential revenue) arising out of this agreement.
- By signing below I hereby state that I have full authority to act on behalf of the party (if other than myself) for which (ADA Inc.) will perform duplication services, and I may therefore agree to these provisions on its behalf.
- I agree to pay all collection costs, including reasonable attorney's fees, in the event I do not make payment in full according to this agreement.
- I agree to personally assume liability for payment of this invoice.
- By signing below, 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.
- This agreement shall be governed by the laws of the Commonwealth of Massachusetts applicable to contracts entered into and fully performed therein.

GENERAL TERMS

- Electronic files received from clients are considered to be in FINAL FORM. Changes & corrections made to electronic files after receipt by (ADA Inc.) will incur charges after the first 30mins. Typesetting corrections on such files will be billed at \$85 per hour with a minimum charge of \$40.
- Deposits: The minimum deposit required for complete CD packages is \$400 or 50% of the estimated final cost, whichever amount is larger.
- Final payment must be in full before shipping any product. To avoid delays use a credit card for final shipping or pre-pay with check. We do not ship C.O.D. We will not ship unless all funds have cleared our bank.
- Deadlines & ship dates are approximate and are in no way guaranteed - as stated above, we are not liable for delays. Any shipping upgrades in order to insure delivery by a certain date are at clients sole cost and expense.
- Before we begin the manufacturing of your job, we must be in receipt of all required materials in final form and we must have received your written approvals to commence the manufacturing process. Failure to provide materials or approvals in a timely fashion will delay the manufacturing.
- We suggest you use FedEx, UPS, ExpressMail or other traceable delivery services that will provide a confirmation of delivery of your materials.

CLIENT SIGNATURE: _____ PRINTED NAME: _____ DATE: _____

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Company: _____ Contact Name: _____
Address: _____ City: _____ ST _____ Zip _____
Daytime Phone: _____ Alt: _____ Fax: _____ E-mail: _____

It's a good idea to send this form in before you start manufacturing your CD's. By answering a few questions, you can make it a lot easier for us to customize a promotion to your needs. Keep in mind that you will need additional promotional CD's if you choose to work your release. A promotional CD usually has no shrinkwrap and the barcode is punched so that it can not be "returned" to a retail store. For national promotion you will need a minimum of 500 promotional CD's. For regional you will need a minimum of 150. ADA can "promo" your CD's for just .05¢ each if you order them with your duplication job.

FULL SCALE RADIO PROMOTION

We have many full-scale and DIY packages available to suit your individual promotional needs. Full-scale promotional packages are subject to agent review and approval, as it is crucial that your radio promoter feel 100% comfortable championing your music! You will need to submit a copy of your release for consideration. A pre-release demo is fine as long as it close to the final product. Send this sheet and your release to the above address c/o RADIO PROMOTION.

General description of your music: _____

Type of Music: Pop Rock Jam Band Singer/Songwriter AAA Folk Jazz OTHER _____

Type of promotion: Regional National

What are you trying to achieve from this promotion:

Regional Exposure National Exposure Fan Building Charting Nationally

OTHER _____

Are you interested and willing to do:

Ticket Giveaways Interviews Free Promotional Concerts Product Giveaways

When will the CD manufacturing be complete?(When will you have the CD's in hand?) _____

When will the CD release party be? _____ Where? _____

Do you have a tour booked? no yes (Please attach schedule)

Have there been any previous releases by you or your band that have been promoted to radio? no yes

if "yes" what recordings: _____

D.I.Y. DO IT YOURSELF RADIO PROMOTION

DIY packages are a self help alternative to full-scale promotion with a little help from us! Our DIY packages give you the hard to get info, updated and at your fingertips. We even check CMJ's listings for weekly stations reporting your CD in their top 30 and forward you a report so you can track your efforts.

General description of your music: _____

Type of Music: Pop Rock Jam Band Singer/Songwriter AAA Folk Jazz OTHER _____

Type of promotion: Regional \$600 National \$1500

NOTE: DIY PROMOTION REQUIRES PRE-PAYMENT. PLEASE ENCLOSE PAYMENT WITH REQUEST.

ADA MAILING SERVICES

Whether you choose the Full Scale or DIY promotion we can mail your CDs ASAP upon arrival at our dock.

This gets the promotion moving while you concentrate on more important aspects of your career.

Includes: Postage, padded envelope, packaging, labeling and insertion of supplied cover sheet.

If you duplicate at ADA \$2.50ea number of discs _____ = \$ _____

If you supply the CDs \$3.00ea number of discs _____ = \$ _____