

SAMPLES

The definition of a sample is: Any sound clip from another musical recording, TV broadcast, movie clip, radio, live performances or any other source that is transferred from a separate recording performed by someone other than the group submitting the order, regardless of length.

Samples are a copyright infringement. ALL samples require licensing. The licensing MUST accompany the order as to not delay production of your order. Licensing must be obtained from the copyright owner of the material being sampled. ANY sample must be licensed regardless of length.

If material is submitted that contains an unauthorized sample, the order will be rejected and you will be billed for charges incurred up to the point where an audio test could be performed, including an order cancellation fee. Your original source material will be returned along with any balance remaining from your deposit after charges have been applied.

Licensing for samples CAN NOT be obtained from Harry Fox Agency (www.harryfox.com). Harry Fox can only license cover material.

COPYRIGHT RELEASE FORMS

In 2001, United partnered with IRMA (International Recording Media Association) in an audio anti-piracy and copyright compliance program to help protect the intellectual property rights of our customers and all owners of copyrighted audio content. You may notice the set of four Order Copyright Release forms attached to our order forms. A completed set of these forms is required for all new orders. It is important that the completed copyright forms accompany your order submission to be sure that we can process your job as quickly as possible. MISSING OR INCOMPLETE COPYRIGHT FORMS WILL DELAY YOUR ORDER. If you have any questions about the forms or about our anti-piracy program, a representative from our Copyright Compliance Department will be happy to assist you over the phone or via e-mail.



UNITED RECORD PRESSING

Order Copyright Release

A. You hereby warrant and represent that you are possessed of the full right to enter into this agreement, that you are and shall at all times remain possessed of all rights necessary for you to grant the rights hereunder, and that such does not and shall not infringe upon the rights of any third party. The delivery of any record to us under this agreement constitutes your warranty and representation that you have obtained all necessary consents, releases and permissions with respect to any protected materials embodied therein, including, but not limited to any copyrights, trademarks, and/or name and likeness rights, necessary for us to manufacture copies of such record, affix labels to such copies based on information provided to us by you, and deliver such copies to you in accordance with the terms of this agreement.

B. You hereby indemnify us and hold us harmless against any and all losses and damages (including reasonable attorneys' fees) arising out of or connected with any breach or alleged breach by you of any of your warranties, representations, or covenants herein. You shall pay us on demand any sums for which you are liable hereunder, and if you fail to do so, we shall have the right to charge such sums against and/or deduct such sums from any and all sums accruing to your credit hereunder or becoming payable hereunder. Without limiting the generality of the foregoing, if any claim, action or proceeding is made or brought against us which is inconsistent with any of your warranties or representations then (1) we shall give you prompt notice thereof and you shall have the right to participate in the defense thereof at your expense, and (2) we shall have the right to withhold and reserve, from any sums whatsoever otherwise payable to you hereunder, sums reasonably sufficient to secure us for your liabilities hereunder.

Signature: _____

Name/Title: _____

Date: _____

Job/Record #: _____



453 Chestnut Street, Nashville, TN 37203
Phone: (615) 259-9396 Fax: (615) 244-3734



Intellectual Property Rights (IPR) Form

To be submitted with every order.

Job/Record # _____

(For customer Information only)
 ?? **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 A/B Vinyl Tracks content? ___ YES ___ NO*

Vinyl 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.**

I declare 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). I further declare that I am the intellectual property rights owner for all contents indicated as being "owned" and I authorize its duplication. I understand that in accordance with 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 _____

United Record Pressing, LLC

Appendix A

Audio Anti-Piracy Form for Vinyl Record Replication Services



For each master CDR/DAT, lacquers or metal parts forwarded to United, you must provide a true and complete list of the artist (s), track, song title, track time and copyright owner (s) on Section 2 of this form. If you are not the copyright owner, you must attach the license/release or similar documents executed by the copyright owner (s). Appendix A and the license/release, if any must accompany this form for your order to be processed.

SECTION 1

Job/Record Number:	
Title / Artist:	
Broker Name:	
Customer Name:	
Employer / Principal of Broker	
Broker:	
Address: (no PO Box or point of	
Customer Contact:	
Address: (no PO Box or point of	
Telephone Number: (no fax of page numbers)	

SECTION 2

No.	Artist	Track/Song Title/Total Track Time	Copyright Owner
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Copy on Copyright Owner's Letterhead

DATE:

TO:

(United's Customer)

Re: Grant of Rights

Record # _____

This letter is to warrant that _____ is the owner of
(copyright/intellectual property owner's name)
all necessary legal rights to grant duplication rights associated with the following title:

Author/Artist and Title of Selection

_____ hereunder known as the Grantor, hereby
(copyright/intellectual property owner's name)
grants _____, hereunder known as the grantee, the rights to have the
(United's customer)
above listed title duplicated as specified by the Grantor.

List any detailed quantity, application, or geographic limitations below:

Signed: _____ / _____
(copyright/intellectual property owner's name) (Grantor's title)