



Agreement for Services Provided

You must agree to the terms and conditions of this agreement and return the agreement initialed and signed before any work will be performed. If the agreement is returned unsigned, or incomplete, we will contact you and ask you to complete the agreement. If you refuse to comply, then we will return to you your order and charge you for the shipping, if applicable.

In consideration of Henry Kreindler and Associates transferring my analog audio media into digital media, and other good and valuable considerations, I agree as follows:

I agree to indemnify and hold harmless Henry Kreindler and Associates, their owners, employees and their affiliates for any actions taken against me by any party for knowingly or unknowingly violating Canadian and/or International Copyright laws. I further agree to hold myself solely responsible for understanding and following Canadian and International Copyright laws and for honoring all copyright requirements accompanying any audio media I have transferred by Henry Kreindler and Associates. By enlisting Henry Kreindler and Associates' services I acknowledge the media given to Henry Kreindler and Associates by me are the originals and that prior to the transfer, no previous copies of this media, in any format, were in existence.

Initial _____

I acknowledge that the audio transferred at my request by Henry Kreindler and Associates is for my personal listening enjoyment only. I agree not to play this audio in a group environment where I am being paid. I agree not to make copies of the compact disc(s) that will be produced for me by Henry Kreindler and Associates. If I do give the Compact Disc(s) as a gift or sell them for profit then I will give all copies (compact disc(s) and original media) to the recipient(s), and as a condition of such gifting or sale, impose the terms of this agreement on any such recipient(s), and any successive recipient(s). This statement only applies to the audio I do not own the copyright(s) for, or when I do not have special permission from the copyright owner. If I do own the copyright(s) then the audio is mine and I may do with it whatever I wish. If I have special permission from the copyright owner then I may in fact do the things mentioned in this statement that were previously restricted.

Initial _____

I agree Henry Kreindler and Associates will be the sole judge of the condition of any media I submit for transferal. In the case of increased costs due to poor media condition, I agree to pay Henry Kreindler and Associates the remaining balance or increased deposit as appropriate to the situation. In the case of a reduced balance, I will receive a refund cheques or pay a reduced bill at the time my order is returned to me. As an example, I may send Henry Kreindler and Associates an audio record (with payment) to transfer, and pay the price for a record that is in good condition. If Henry Kreindler and Associates, after analyzing the record, deems it appropriate to classify it as being in poor condition, Henry Kreindler and Associates' analysis of the record will supersede my own; and I will pay Henry Kreindler and Associates the remaining balance before my order will be returned to me.

Initial _____

I agree that Henry Kreindler and Associates, their owners, employees and their affiliates shall not be liable for any loss or damage to my records, tapes, CD's and/or any other materials sent for processing or restoring. This is in effect even if the loss is due to Henry Kreindler and Associates' fault or negligence. We realize that these items may be of irreplaceable or sentimental value to you, but we have no way of knowing the condition of these items when received – and thus we will not be responsible if the items are damaged while in process. We would suggest that you insure these items before they are sent to us. I also agree that Henry Kreindler and Associates shall be held harmless and immune from any insurance subrogation proceedings.

Initial _____

Name: (please print) _____
First Name Middle Initial Last Name

Signature: _____ **Date:** _____
Day Month Year