



# NEW ACCOUNTS & PERSONAL GUARANTEE

This is an interactive PDF. Please SAVE, FILL OUT, PRINT, SIGN, and SUBMIT via EMAIL, FAX, or MAIL.

If your company is based in the state of California we must receive a valid CA Resale ID Number or you are subject to sales tax. If you require terms or any special payment options you must fill out additional paperwork. Please request the forms from your Sales Rep.

Please review the entire document before starting, and please contact us if you have any questions or concerns filling out this form!

To ensure this form is properly completed, please use Adobe Acrobat Reader. [CLICK HERE](#) to download the latest version.

STEP 1

### ACCOUNT/LABEL/COMPANY NAME (DBA):

### YOUR PIRATES PRESS SALES REP:

STEP 2

### BILLING ADDRESS: (please note we do NOT accept PO boxes as a billing address)

TAX ID #

CA RESELLERS PERMIT #

### SHIPPING ADDRESS:

SHIPPING NOTES:

STEP 3

### PRIMARY CONTACT INFO:

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

### SECONDARY CONTACT INFO:

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

STEP 4

THE FOLLOWING IS AN AGREEMENT THAT THE UNDERSIGNED WILL BE PERSONALLY RESPONSIBLE FOR PAYING PIRATES PRESS WHAT IS OWED BY HIS/HER COMPANY. IF YOU HAVE ISSUES/QUESTIONS, CALL YOUR SALES REP.

In consideration of Pirates Press, 1260 Powell St. Emeryville, CA 94608 (hereinafter "SELLER") selling merchandise to:

( \_\_\_\_\_ ), [your name]

located at: ( \_\_\_\_\_ ), [your address]

and/or its affiliates or related businesses (hereinafter "BUYER") and for other goods and valuable consideration, receipt of which is hereby acknowledged, the undersigned (hereinafter "GUARANTOR") assumes personal liability and is the personal guarantor for the obligations of the BUYER. This is a continuing guarantee by GUARANTOR for as long as BUYER is indebted to SELLER and shall remain in effect until all debts of BUYER are satisfied or until SELLER releases the GUARANTOR in writing. The GUARANTOR hereby waives demand for payment, notice of non-payment, notice of dishonor, or notice of acceptance of this guarantee. This PERSONAL GUARANTEE shall, in all respects, be governed by the laws of California. In addition to the principal sums owed by BUYER and personally guaranteed by GUARANTOR the GUARANTOR shall be liable for all costs in connection with the enforcement of this guarantee, including, but not limited to, attorney's fees.

Guarantor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_



# TERMS & CONDITIONS

**ACCOUNT/LABEL/COMPANY NAME (DBA):**

All E-mail quotes include mastering charges. We do not include shipping or some film charges or charges for additional artwork adjustment in our quotes, they will be added in final invoice. Orders require 60-75% of total balance when submitted and the remainder before the final product is shipped. Orders totaling less than \$1000 require 100% pre-payment. Orders submitted from customers outside of the United States require full balance upon ordering. We accept all standard forms of payment; however first time customers are required to make payment by secured funds. (Bank transfer, money order, cashiers check.) We also accept PAYPAL and Visa/MC/AMEX balance payments only, subject to a job processing fee. Customer agrees that he/she bears all financial responsibility of orders placed, and is liable for additional fees, and finance charges due to late payment, and authorizes Pirates Press to use any and all legal measures to collect upon outstanding balance. Please make all checks payable to Pirates Press.

**Turn-around times are estimations and are not guaranteed.** We are not responsible for any consequential damages as a result of any delays or problems in production, nor are we responsible for expedited shipping as a result of delays or problems. We do, however, guarantee that you will receive the product ordered in its intended condition. All claims must be filed within 15 business days after product is received. We are not responsible for orders left over two months. Additional storage charges may then apply. All cancellations are subject to a \$300 cancellation fee as well as payment of all completed parts, at time of cancellation. Masters must be provided in CD format or may be subject to a "format transferring" fee. Art work, film processing, music pre-mastering, DVD authoring, and shipping prices are estimations and will be billed in the final invoice. *Any and all submitted materials are received as is;* and ( i.e. masters, art, film ) will be considered to be finished product ready for manufacturing. Pirates Press will not make any adjustments or look for possible errors. Masters remain the property of the owner, however are not returned. Please do not send us your only copy. All artwork must be completed to our specifications, and should be accompanied by a proof or match print, in order to guarantee accuracy. Pirates Press will not be liable for printing errors if proofs are not supplied or requested for approval at time of ordering. Pirates Press will run printed proofs of all graphic artwork which will require approval before final print work is completed, only if requested at an additional fee. All artwork must be completed in Pirates Press templates, or printing errors may occur. All runs are subject to industry standard **10% over/ under-run** and will be adjusted on the final invoice. Final weight of vinyl may vary. Jobs will not be processed until we have received all parts, and any and all required changes have been made. Any "supplied parts" for assembly that are sent to our USA offices, and not directly to our CZ offices, will incur additional shipping charges. Customer should provide his/her own insurance coverage, as we do not provide protection for client's parts in our possession. Pirates Press does not accept any type of consequential damages. (This includes but is not limited to printing errors due to our guidelines and terms not being followed, or audio errors.) Order specification changes made after the job has been placed will be honored only if the product has not been produced or partially produced, and must be confirmed with a revised invoice sent to the customer. Claims will not be honored if the customer cannot produce an invoice received from Pirates Press which does not match the order as it was received. Prices are subject to change without notice. You must include "MANUFACTURED IN CZECH REPUBLIC" on your artwork.

Customer agrees in full confirmation to Pirates Press that the customer holds all rights of manufacture, author, performer, and any right necessary to manufacture and distribute the sound tracks and artwork covered by this confirmation. The customer further confirms that he/she does not violate the rights of any other qualified party. The customer bears all liability that the foregoing is correct and assumes the obligation to indemnify all qualified subjects for damages and or losses. In accordance with this confirmation, the customer agrees to provide the company register specifications or other data verifying its legal existence and if necessary, and copies of contracts to verify the legal possession of necessary rights. Customer is responsible for full payment of product manufactured regardless of ability to provide legal documentation. Pirates Press reserves the right to hold product until which time sufficient documentation has been provided.

Pirates Press reserves the right to change these terms at any time without notice. By placing an order or by receiving a quote online the customer agrees to all terms herein in addition to any changes or additions that may be made. Any additions or alterations to these terms will be posted to our website for public view. This contract is agreed, entered, and will be governed by the laws in the state of California. Further it is agreed that all legal claims by either party will be brought in the California court system in the city of Emeryville.

The customer declares by signing that he/she has read, agrees to, and understands the terms of this document.

**LABEL/ACCOUNT NAME:** \_\_\_\_\_

**CUSTOMER NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**BUSINESS NAME/TITLE:** \_\_\_\_\_

**BUSINESS ADDRESS:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_