



53 Sandy's Way Manchester, NH 03103 PH: 603-858-1058 FAX: 603-644-2913

Important Company Policies

LIVE SOUND

- K Production Services does its best to ensure that all equipment, wiring, props, and other associated materials supplied by us for any production event meet strict quality standards. We take pride in providing exceptional equipment and service, and will do our best to make sure that everything associated with the production of your event runs as smooth as possible.
- K Production Services does not accept liability for live sound, lighting, or recording abnormalities associated with faulty, insufficient or defective venue wiring, client supplied materials, performance, or other variables which may arise that are considered out of the control of K Production associates, affiliates, and/or personnel.
- We do not accept liability for damage to private property which may arise from use of our supplied materials including but not limited to instruments, amplifiers, microphones, speakers, lighting apparatus, and/or other stage materials that may or may not be supplied by us, venue, client or end user.
- Payment for equipment and/or services is due in full before setup at live events unless previous alternative suitable arrangements have been agreed upon.
- K Production Services does not accept liability for any costs associated with cancellation or postponement of any event at any time for any reason. In the event that cancellation is received from our client 72 hours or more prior to an event "load in" (or "setup") time, - client agrees that 25% of the total estimated invoice becomes due. In the event that cancellation is received with 48 hours or less prior to an events load in (or setup) time, - client agrees that 100% of the total estimated invoice amount becomes due and agrees to prompt payment for all invoiced totals.

REMOTE RECORDING / VIDEO CAPTURE

- Once our equipment is setup, level checked and deemed ready, the charge for recording services becomes due. We cannot be held liable for issues pertaining to venue and/or client related issues such as electrical, equipment, line hum, hiss, buzz, cable and/or other abnormalities that may arise and considered out of our control.
- We cannot be liable for performance, equipment malfunction, or improper venue application which may inhibit the final recorded product.
- There are no warranties expressed or implied as to the final content of any recorded product.
- Cancellation policies as presented above are in effect for all remote location projects.

MASTERING, AUTHORIZING, WEB and MULTIMEDIA CREATION

- We will perform our work to the best of our abilities based on your supplied materials and instructions. Since the work provided is considered subjective, there are no guarantees related to the content. We will work on your project to try to meet your expectations. Since content can be easily copied once presented, there are no refunds issued once material is presented for review. If defective material is provided to you by us, we will replace it upon it's return to us.
- We reserve the right to cancel/refuse any order. Deposits and/or payments may be refunded so long as reference materials have not been presented to you by us for your review.
- There is cost associated with review of your supplied source materials. If the materials provided to us cannot be used to achieve your desired results, and you are unable to furnish adequate revisions upon our request, a nominal fee will be charged and the project canceled. Projects canceled while in process are subject to cancellation fees for work performed.
- We make no guarantee concerning the data integrity of disc's and/or masters we provide. There are many issues that can arise beyond our control once masters have left our possession. For this reason, there are no guarantees expressed or implied concerning copies made from the disc's we provide to you. We highly recommend that you review your master for surface scratches and other noticeable defects, and/or have your master analyzed by qualified personnel BEFORE you use it to make copies.
- All customers will have 15 business days to review newly created masters and/or materials. After 15 business days, if no revisions have been requested, we will assume our work meets with the customers approval and close the project server files. All files will then be deleted from our file servers. After that time, if revisions are requested, the project will be considered "new" and charged accordingly.
- We will keep your original source materials and your archived copies for one calendar year (1 year). The original source material remains your intellectual property which can be returned to you upon request (at your expense) within that time. In any instance, once source materials are released, the project is considered completed and no further revisions can be requested. We do not accept liability for loss or damage to any materials kept in our possession. If you decide that you want return of your original source materials, just let us know and we'll return them to you ASAP. A materials release form will need to be completed prior to the release of supplied materials.

EQUIPMENT SALES

- K Production Services stands behind what we sell, Any items considered defective or damaged must be reported immediately and will be replaced or refunded (our choice) after receipt and inspection at our facility. Products must be returned within 30 days in order to receive credit (less shipping) Products must be returned in original condition, in original package with all packaging, accessories, manuals, cables etc.... If the product that is returned is not in satisfactory condition or is returned past the 30 day allowable period there will be 15% restocking fee applied. If any product has been noticeably used or scratched the refund will be prorated. If returning a product, you must first call and get a return authorization # (RA#). Under no circumstance will a return be accepted at our facility without the proper RA# clearly visible on the packaging/shipping label.

INDEMNIFICATION

- K Production Services does not accept liability associated with use of any materials provided by or used by us, our affiliates, and/or our clients. Client states that they accept full responsibility related to all purchases and contracted services. Indemnification includes but is not limited to live services, recording, intellectual property, performance, right to use and/or record related art, photos, video, audio, or other related materials. It is also understood that K Production Services and/or it's affiliates have full right to refuse to supply or accept products and services for any order for any reason at any time. If a legal issue should arise, client indemnifies and holds harmless K Production Services and affiliates from any and all litigation and/or judgments financial or otherwise for damages, copyright, publishing, trademark, or other associated classification from any use or non use of equipment, service, content, images, audio, video, and/or intellectual properties. Client further warrants that any materials and/or intellectual property furnished to us for use for contracted service or material is the sole property of the client and/or that the client has obtained written permission to use such material and/or intellectual property from its rightful owner.

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Signature. Client acknowledgment of policies. / date