

## Terms & Conditions/Limitation of Liability

Along with your order and payment, we ask that you please print, fill-out, and include this form. Any submission of photographic or document materials to Pro Film Archiving indicates your agreement with the following terms, even if this form is not present with the order.

By submitting materials to PFA, you are representing you have the authority to request PFA's services for the materials provided, whether by ownership, copyright, permission, or otherwise, and you are authorizing us to perform the services requested, including authorizing us to digitally archive the materials. PFA is allowed to retain digital files of these materials at least until such time as PFA is satisfied that the returned materials have been delivered to the location you have provided to us. PFA reserves the right to delete these files within seven (7) days thereafter, unless you have requested and paid for PFA to retain backup copies for you.

By submitting materials to PFA, you also agree that PFA may, in its sole and absolute discretion, refuse to perform any services with respect to materials that it deems pornographic, obscene or offensive, and that it may return those materials, unprocessed, at your expense.

By submitting materials to PFA, you further agree that, while performing the services requested, PFA may discover that some of your materials are damaged and/or may damage PFA's equipment if processed. With respect to such materials, PFA may, in its sole and absolute discretion, either (1) return them, unprocessed, at your expense or (2) agree to do its best to process those materials at additional cost.

We require at the time of submittal of materials a 50% deposit of the estimated cost of every order. If materials are forwarded to PFA without the required deposit, they will be held until the deposit is received or returned to you, unprocessed, at your expense. The total cost of your project shall be determined at the completion of the project, and the unpaid balance must be tendered before your materials are released.

Insurance is always required for returned orders. We strongly recommend that you purchase insurance for sending materials to us. PFA cannot be held accountable for items damaged or lost in the mail, and PFA reserves the right to return, unprocessed and at your expense, any orders which appear compromised upon receipt.

Finally, as with any service where handling and processing is involved, there is always a small chance that materials may be damaged during processing. By submitting materials to PFA, you are stating that you understand and agree that, while PFA is dedicated to quality handling, processing, and repackaging of your materials, there is always a small risk of damage and that PFA is responsible only for the price of the original medium in question, and not its personal or fair market value.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

### Return Address & Contact Information

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_