



# TERMS & CONDITIONS

This order form must be signed and submitted with your material.

## TERMS

Morris Publishing,® hereinafter referred to as the Company, agrees to produce an original book in accordance with information provided on this order form. The publisher/author, hereinafter referred to as the Customer, agrees to furnish all text and other material to be printed in the Customer's book. This order form is a binding contract between the Company and the Customer; no other statements or oral agreements are binding. The Company reserves the right to accept or reject all orders. **The Company's name, address, and phone number will be included in every book produced** (on the copyright page). The parties agree that the validity, construction, and performance of this Contract shall be governed by the laws of the State of Nebraska. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any court of competent jurisdiction in Nebraska for any dispute concerning or related to the Contract. Customer further agrees that any action arising from the terms of this Contract shall be filed exclusively in a court of competent jurisdiction in Nebraska. The Customer further consents to venue in Nebraska and waives any rights to challenge venue in Nebraska.

## MATERIAL

The Customer retains all rights to his/her own material submitted for printing. Sketches, artwork, copy, press sheets, and any other work created or furnished by the Company shall remain the exclusive property of the Company. This work cannot be used, nor any ideas obtained from this work, without written permission and compensation of the Company. Book printing files will be saved by the Company for five years.

## PRODUCTION

Normal production time is **20 BUSINESS DAYS from the day after approved text and cover proofs are received. RUSH service is 12 BUSINESS DAYS from the day after receipt of all approved proofs.** The Company is not in production on weekends or holidays and is closed between Christmas and New Year's Day; therefore, these days are not counted as business days. The Company reserves the right to adjust production schedules due to heavy seasonal demands, shortages, strikes, fire, energy failure, equipment breakdown, supplier or carrier delays, or any other reasonable causes whatsoever. The Company can estimate but cannot promise or guarantee ship dates. Production time does not include shipping time. **Regarding RUSH:** Customer delays or inability to contact Customer if questions arise may alter shipping date, for which the Company is not responsible. In this event, Customer is still responsible for the RUSH charge. Order will be shipped when final payment is received. The Company recommends putting final payment on credit card. The Company reserves the right to deny RUSH service for any reason.

## PROOF & CORRECTIONS

A proof will be sent to the Customer. Corrections are to be made on this proof and signed by the Customer. **All changes must be communicated in writing.** The Company cannot make adjustments to or be liable for the outcome at press if photos or other screened artwork for cover or pages are submitted press-ready. The Company reserves the right to use its judgment on cover design if no clear instructions are given. The Company will endeavor to do its best to produce error-free books. Inadequate material submitted by the Customer or inadequate final proofing by the Customer may result in errors that are not the Company's fault. The Company is not responsible for errors under the following conditions: if the work is printed per Customer's OK; if changes are communicated verbally; if Customer failed to return proof with corrections; if additional corrections are submitted after the proof has been returned; or if Customer instructed the Company to proceed without submission of a proof. **The Customer has final responsibility for proofing.** All errors, Customer's or the Company's, will stand until a reprint. If there are subsequent printings, the Company's errors will be corrected at no charge. Customer changes at time of reprint may incur an additional charge. **Note:** After the book order has been received, the Company cannot guarantee change orders from the

submitted order form. **Color Proofs:** Due to differences in equipment, processing, paper, and inks between color proofing and printing, a reasonable variation in color between proofs and completed job shall be acceptable.

## SHIPPING

The Customer pays a per book shipping cost, based on current freight rates. Orders are not shipped COD. Shipping cost must be paid before order will be shipped. Unless otherwise noted, cost is for a single shipment, without storage. Orders are shipped FOB destination via UPS ground or motor freight carrier. Allow 3–5 business days for delivery. The Customer may request faster service for an extra charge. Orders to AK, HI, APO, FPO, and USA territories will be shipped Parcel Post and require 3–6 weeks for delivery. Other foreign orders are not accepted. The Company is not responsible for misdirected packages or delays caused by the shipper. Defective books not due to shipping damage must be reported to the Company within 90 days of ship date. The Company reserves the right to repair, replace, or credit defective books. All shipments are insured with the carrier and any damage is the responsibility of the carrier, not the Company. Any visible damage must be noted on the delivery receipt before signing and reported to the carrier immediately. The Customer must save both the damaged books and the carton(s) in which they were delivered for possible inspection by the carrier. Concealed damage must be reported to the carrier within 7 days of delivery.

## PAYMENT

One-third of the total printing bill will be due when the order and material are submitted to the Company. The second 1/3 will be due when the Customer returns the proof. The final 1/3 (including shipping costs and overrun/underrun charges) will be due before the books are scheduled for shipment. Sales tax will be charged to NE and FL customers, unless NE customers submit Form 13 and FL customers submit Form DR-13 or DR-14. Accounts 30 days past due are considered overdue and are charged 1.33% interest per month (16% per annum). If collection services are needed to collect, the Customer is liable for any fees incurred. All orders must be paid in U.S. Currency. Cancellations after this order form is received will still hold the Customer responsible for costs incurred by the Company concerning actual preparation and/or production of order. In the event of unusual Customer delay, the Company reserves the right to bill for work completed. The Company reserves the right to dispose of books and material if the order is not paid in full within one year of order completion date. **Note:** As is customary in the printing trade, all orders are subject to a 10% overrun and underrun factor and will be shipped, invoiced, and billed accordingly. Under no circumstances are books to be returned without the Company's written approval.

## INDEMNIFICATION

The Customer warrants that releases have been obtained to reproduce any and all copyrighted or trademarked material submitted for reproduction. The Customer shall defend, indemnify, and hold harmless the Company, its subsidiaries, and its authorized reps, from any and all loss, cost, expense, and damages on account of any and all manner of claims, demands, actions, and proceedings that may be instituted against the Company on grounds alleging that the said printing violates any copyright or any proprietary right of any person, or that it contains any matter that is libelous or scandalous or invades any person's right to privacy or other personal rights. The Customer agrees to, at the Customer's own expense, promptly defend and continue the defense of any such claim, demand, action, or proceeding that may be brought against the Company, provided that the Company shall promptly notify the Customer with respect thereto and provided further that the Company shall give to the Customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.

I, the Customer, have read and agree to the Terms & Conditions above and authorize the Company to print a book in accordance with the information furnished on this order form. Parent or guardian must sign for a Customer 18 years old or younger.

## SIGNATURE REQUIRED

Publisher/Author 

Signature required

Date \_\_\_\_\_

Parent Signature 

Parent signature required if author is 18 or younger

Date \_\_\_\_\_