



Copyright Release Form

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Instructions: Complete this form and submit a signed copy. To begin processing your order we must receive all your digital files. Files can be sent via our website, email (branding@shadeade.com) or CD-ROM. Vector graphics (Adobe® Illustrator® or CorelDRAW®) are best, but raster graphics (e.g. jpeg, tiff, or psd) with 300 dpi resolution and an image size greater than 4"x5" should work. The quality of the print will depend on the quality of the image supplied.

Custom Image Terms: The parties intend to be legally bound hereby and agree as follows:

ShadeAde, Inc ("ShadeAde") uses and reproduces materials provided to it by its customers ("Customers") including, but not limited to, photographs, art, logos, trademarks, copyrights, illustrations, graphics, text, names and/or images (collectively, the "Image(s)") to deliver custom chair canopies (the "Canopies").

ShadeAde assumes no responsibility for determining the proper ownership or proper use of the Image(s). Customer represents and warrants to ShadeAde that: (i) Customer owns all right, title and interest in and to, or has obtained any and all authorizations or approvals necessary (e.g., from the photographer, artist or designer) to use, reproduce, distribute, transmit, perform, display, edit, modify, adapt, translate, exhibit, publish, and create derivative works from the Image(s) in connection with the Canopies (individually or collectively, "Use"); and (ii) the Image(s) and the Use of Image(s) on the Canopies, do not and will not infringe or violate any intellectual property, proprietary or other rights of any third party.

ShadeAde reserves the right to refuse to create Canopies for a Customer when it is determined that an Image does not meet ShadeAde's standards, in ShadeAde's sole discretion.

Customer agrees to indemnify, defend, and hold harmless ShadeAde, its members, managers, shareholders, directors, officers, employees, agents, successors and assigns with respect to any claim, demand, cause of action, debt, expense or liability, including reasonable attorneys' fees, to the extent arising from (i) Use of the Image(s) or any element thereof (ii) a material breach of any of Customer's representations, warranties or agreements hereunder; or (iii) a claim that the Image(s), or any element thereof, infringes or violates any intellectual property or other proprietary right of any third party. This indemnification will survive the termination or expiration of our business relationship and remain in effect after delivery of the Canopies and shall be binding upon the parties hereto and their successors and assigns.

Customer hereby grants to ShadeAde a non-exclusive, irrevocable during the term of the applicable intellectual property rights, worldwide, royalty free license, with rights of sublicense and assignment, to Use the Image(s) as necessary to deliver the Canopies.

I affirm that I am fully competent and able to enter into the terms, conditions, representations, and warranties set forth herein, and that I have read and understand and agree to ShadeAde's Custom Image Terms.

I grant permission to ShadeAde to display a photograph(s) of my finished Canopy(ies) on shadeade.com and other print and electronic ShadeAde marketing materials.

Please List Images and File Names Below:

Image Descriptive	File Name

Customer Signature: _____

Customer Address: _____

Customer Name: _____

Business Phone: _____

Company Name: _____

Today's Date: _____