

# DigitalDrops Order Form



## CUSTOMER INFORMATION

Organization ("Recipient"): \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_ Website: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

## DIGITAL DROPS LICENSE INFORMATION

Start Date: \_\_\_\_\_ ("First Date")  
4-Weeks of use included standard on all rentals.

Additional Weeks: \_\_\_\_\_  
\$125 per additional week.

Item	Drop Name	Image	Animated
#1	_____	_____ x \$95	_____ x \$195
#2	_____	_____ x \$95	_____ x \$195
#3	_____	_____ x \$95	_____ x \$195
#4	_____	_____ x \$95	_____ x \$195
#5	_____	_____ x \$95	_____ x \$195
#6	_____ <b>BULK ORDER DISCOUNT!</b>	_____ x \$50	_____ x \$95
#7	_____	_____ x \$50	_____ x \$95
#8	_____	_____ x \$50	_____ x \$95
#9	_____	_____ x \$50	_____ x \$95
#10	_____ <b>BULK ORDER - FREE!</b>	_____ x FREE	_____ x FREE

## PAYMENT INFORMATION

Form of Payment:  Purchase Order (U.S. Schools Only)  Check  Credit/Debit Card

Make payments to Broadway Media Distribution, Inc. The credit/debit cardholder payee (i) authorizes Broadway Media Distribution, Inc., to charge the card indicated in this form for the amount due in exchange for the goods described herein, and any such subsequent late charges for rentals if applicable.

Cardholder: \_\_\_\_\_ Card Type:  Visa  MasterCard  Amex  Discover

Card Number: \_\_\_\_\_ CVC: \_\_\_\_\_ Expiration: \_\_\_\_ / \_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## PLEASE REVIEW THE COMPLETE LICENSE AGREEMENT

<http://broadwaymediadistribution.com/euclra/>

## AGREEMENT ACCEPTANCE

Recipient assumes the responsibility to read and understand the complete Terms and Conditions of the Agreement and must accept the Agreement and make manifest such acceptance, and agrees that; payment to BMD, acceptance of Delivery or signature below; shall constitute implicit acceptance and execution; and therefore allowing the full enforcement of all terms and conditions contained herein. (a) An executed original of the Agreement shall be returned to BMD. (i) BMD shall be under no obligation to take any action pursuant to the Agreement unless accepted by BMD. (b) The Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, however, (i) nothing herein shall be construed as consent by BMD for the responsibilities of the Agreement or the License to be assigned, transferred, pledged, hypothecated, sublet or lent by Recipient to anyone without prior written consent of BMD, including; (ii) Recipient shall not pledge or encumber the Products in any way. (c) Except for government agency or institution, including public schools, the Recipient signatory named hereunder, both as individuals, jointly and severally, and as a business or trade name, shall each personally guarantee the faithful performance of the Agreement irrespective of the Recipient name first written above. (d) The Agreement shall be governed by the laws of the State of New York. (e) Recipient's default or breach of any provision hereof, or upon the happening of any event expressed herein; (i) BMD shall have, in addition to all legal remedies available, the right to take possession of any or all items without demand or notice, without any court order or other process of law and; (ii) Recipient hereby waives any and all damages occasioned by said taking. The Agreement represents the entire agreement between the parties relating to the subject matter hereof, and may not be amended or modified, except by a written agreement signed by all parties hereto.

The Recipient, intending to be legally bound, have caused its proper and duly authorized officer to execute and deliver the Agreement and this Acceptance as of the day and year written below.

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Please complete and return this order form to BMD via Email [info@bwymedia](mailto:info@bwymedia) or Fax (559) 330-2055. Order online at [BroadwayMediaDistribution.com](http://BroadwayMediaDistribution.com)

## Terms and Conditions



### RENTAL PERIOD

Rental periods begin on the First Date as written on the Order Form and shall include four weeks standard, with weekly extensions available for an additional fee. BMD recommends that the First Date be scheduled two weeks prior to the First Performance to ensure appropriate time to work with the content in technical rehearsals. The use of DigitalDrops is as a Non-Exclusive License, permitted for theatrical digital backdrop display only, for public display during the Performance Dates only. Therefore, DigitalDrops are prohibited from any other use or for use outside the License Period.



### ACCESS

Access to the DigitalDrops shall be made via internet download in most cases. For technical support, the Recipient may contact the BMD Support Hotline at 844-399-6204 or [help@bwymedia.com](mailto:help@bwymedia.com). DigitalDrops are delivered with a BMD support Playback, with pre-cued still image or video animation for iPad. Alternative software for Macintosh or Windows is available for an additional \$125 per month.



### MODIFICATIONS

DigitalDrops are restricted from any modifications, including but not limited to changing the colors, adding overlaid graphics, editing the videos or adjust the aspect ratio. BMD is available to assist with agreed upon modifications for an additional service fee, and also makes additional formats and aspect ratios available. The Recipient may add their own independent graphic or video art to their production.



### PAYMENT

BMD accepts payment by check or credit/debit card. Purchase Fees are due before delivery. No returns, exchanges or reimbursements. Cancellation is subject to 100% charge and no refunds shall be given under any circumstance. Cancellations due to acts of God (illness, death, weather, etc) will be charged only the actual costs incurred if the Rental Period is rescheduled within six (6) months of the original First Date.



### ACCEPTANCE

The Recipient acknowledges that they will fully inspect the DigitalDrops within forty-eight (48) hours of delivery and accept the content and software files are in good condition and function properly. Though BMD uses its best commercial efforts to ensure that the DigitalDrops are properly advertised to describe all necessary technical requirements, it is the sole responsibility of the Recipient to review, purchase and/or obtain any necessary hardware or equipment. Notably, the image output size or brightness of the Recipient's physical projector is outside the control of BMD, therefore BMD recommends an independent source to verify any and all information as necessary.

## PLEASE READ THE COMPLETE LICENSE AGREEMENT

Available for review on our website: <http://broadwaymediadistribution.com/euclra/>



Day and Night



30-Day License



Technical Support



Format Options



Timing Options



Help Guides