

**TERMS AND CONDITIONS OF SALE**  
**COPYRIGHTS, MODEL RELEASES, PROPERTY RELEASES and REPRODUCTION RIGHTS**

**IMPORTANT NOTICE!** - By placing an order with Woodland Studios, you are making claims, guarantees, and accepting liabilities and legal obligations related to the reproduction of any materials you are providing to Woodland Studios with your order.

**Copyright Ownership:** Copyright ownership and/or reproduction rights to writings, artwork, music, and photography belong to the author (creator) of the material. For example: Even if you paid a photographer to take some pictures, unless otherwise stated in writing, the copyrights and reproduction rights to those photos remain the property of the photographer. You must have the photographer's permission to make copies of those images.

**Images Digitally Altered By Woodland Studios are for personal use, NOT for resale** - Customer understands and agrees that materials digitally altered or enhanced by Woodland Studios are for customer personal use only and may not be sold or publicly exhibited without the express written consent of Woodland Studios.

**Model Releases & Property Releases:** Simply stated, if you want to reproduce a recognizable image of a person, or their personal property, you need their written permission. You must obtain a Model Release signed by the person depicted, and/or a Property Release signed by the owner of the personal property, or in the case of minors, their legal parent or guardian. Such releases will advise the person, and/or property owner, how you intend to reproduce, distribute, and/or sell this image, and show that they have been properly advised, fairly compensated and grant you permission to do so. For example: A "Model Release" would be needed for any recognizable portrait of a friend or relative. Similarly, a "Property Release" would be needed for a distinctly recognizable photograph of a person's pet, home, or other personal item.

**Reproduction Rights:** If you want to reproduce any kind of printed, recorded, or digitized material, you must have written permission from the "Copyright Owner", and / or signed "Model Releases" from the model, and / or "Property Releases" from the property owner.

**By placing your order, you are making legal promises** - You (the customer) are stating that you possess all necessary rights to authorize reproduction of the materials you have supplied to Woodland Studios with this order. Further you authorize Woodland Studios to make the reproductions.

**More specifically, by placing this order, you agree to these statements ...**

- (1) **Woodland has alerted you about Reproduction Rights issues.** You recognize that Woodland Studios has made its best effort to alert you to Copyright and Reproduction Rights issues. As well, you agree Woodland has tried to protect the rights of related parties by alerting you that you are obligated to contact them to secure proper legal written permission.
- (2) **You accept sole responsibility for all releases.** You accept sole responsibility for notifying all related parties, and for securing from them all necessary rights, releases and authorizations to make reproductions of the materials.
- (3) **Placing this order signifies you have all proper authority.** By proceeding with this order you signify and guarantee Woodland you have complied with all legal requirements surrounding these issues, and have legal authority to place this order.
- (4) **This order is your written authorization to Woodland.** You state that this order shall be the only written authorization needed by Woodland Studios, and that you accept sole responsibility for the burden of proof to produce documents supporting your right to authorize reproductions of the materials you provided.
- (5) **You accept all legal and financial responsibilities.** You agree that you are solely, legally and in all ways completely responsible for the reproduction of these materials. More so, you agree that Woodland shares no responsibility whatever, and has acted in good faith, under your direction, with the understanding that you are the proper authority.
- (6) **You will defend Woodland against all legal actions.** You will indemnify, protect, legally defend, and hold Woodland Studios harmless (including its owners, directors and staff) against any and all claims or liabilities, by any and all parties, in either civil or criminal actions, including payment of legal fees, that may arise as a result of Woodland Studios making reproductions from the materials you have provided with this order.

**PAYMENT TERMS** - Full payment is due on order delivery. Orders are not delivered until the final invoice amount is paid in full.

**RETURN POLICY** - For 30 days, returns are allowed on Woodland Artwork (art by Gary Walker / Cindy Lou) or other Gallery Gift Merchandise only. Woodland's Printing Services or Private Commission projects are not returnable, but are covered by our Services Guarantees. Other artist's work sold by Woodland Studios is not returnable unless noted at time of sale, or otherwise negotiated by the artist. Items returned must be received by Woodland Studios, in excellent condition, within 30 days of the order date. Woodland may apply a 10% re-stocking fee plus related shipping charges to the refund amount. For damaged merchandise, Woodland may make further adjustments, or refuse to accept it altogether.

**"NO RISK" PROOFING GUARANTEE** - Proofs are recommended because Final Prints look different when printed than they do on screen. If after seeing your first proof you want to cancel the order you may do so at no cost to you. Woodland provides this guarantee for "first proofs" of the "proofing" stage only. All subsequent proofs and/or prints must be purchased at the regular price. If you authorize Woodland to proceed with printing without first approving a proof, you agree to pay for the prints regardless of whether or not you are happy with the result.

**RELEASE OF LIABILITY FOR DIGITAL OR HARD COPY MATERIALS** - Customer understands and agrees that any and all materials provided by customer to Woodland Studios are provided at customers own risk and that customer accepts any and all responsibility for the damage, and or loss, of those materials. More specifically, Woodland Studios is not responsible for digital or hard copy materials provided by the customer to Woodland Studios. Woodland will do its best to provide for the safe keeping of these materials, however customer understands that Woodland makes no promises or guarantees regarding the safe keeping of those materials. Customer understands and agrees they (the customer) are entirely responsible for keeping their own backup copies of any and all digital files either provided to, or modified by Woodland Studios. Further, it is the customers responsibility to ask for backup CDs of any and all digital files prepared by Woodland Studios. In no event, shall Woodland ever be held liable for any digital media, prints, photos or artwork for any value greater than the replacement cost of the digital media or other craft supplies. Specifically, Woodland will never be responsible for damage or loss of any creative work including, but not limited to, prints, artwork, digital files, photos, needlepoint, fiber arts, heirloom pieces or other pieces considered to have sentimental, or other perceived or real market value.

**IMPORTANT NOTICE! Framing & Printing Orders Become Woodland's Property If Not Picked Up** - Orders not picked up within 30 days after customer has been notified that order is complete shall forfeit all discounts and be assessed a \$10.00 per month, per piece, storage charge. Orders not picked up within 90 days, shall become the sole property of Woodland Studios. Unless other arrangements are made in writing, after 90 days, it is presumed customer has abandoned these materials, and customer forfeits all deposits and ownership claims to any and all materials provided by the customer. Woodland may, at its discretion, without further notification to the customer, sell or dispose of any or all of the materials with no compensation due to the customer.

**LIGHTFAST "FADE FACTOR" RATINGS / PRINT LONGEVITY / PROPER DISPLAY OF PRINTS**

**About lightfast ratings / print longevity** - Epson's UltraChrome® and archival inks printed on Epson papers and canvas have been "fade factor" tested, by Wilhelm Research, to last up to 80-200 years depending on inks used, the materials printed on, and how the prints are stored or displayed. It's important to note, no manufacturers provide fade-factor guarantees because there are many environmental conditions that could affect them. The safest bet for maximizing print longevity is to be sure your prints are printed with inks on materials that have been tested by Wilhelm Research. More information including white papers, books and reports on their findings can be found on their web site at [www.Wilhelm-Research.com](http://www.Wilhelm-Research.com).

**Proper storage / display conditions are critical** - Your fine art "Giclée" prints need to be treated with the same conservation care of any other original print or fine art piece. Be sure it is conservation mounted, protected by glass or plexi-glass, and avoid display in direct sunlight. Remember that ALL prints, original paintings, or photographs degrade over time because the chemical properties of pigments, emulsions, and substrates shift with age, and all are affected by atmospheric conditions including humidity, dust, and other airborne contaminants.