



LEGEND INCORPORATED

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# Purchase Order

Client: \_\_\_\_\_ Project #: \_\_\_\_\_ Date: \_\_\_\_\_

## Purchase Specifications:

## Special Instructions and Delivery:

*Please Read Carefully.*

1. DEFINITIONS: As used herein. "Vendor" refers to the firm or person accepting this order and performing the service and/or delivering the materials specified. "Agency" refers to the firm executing this order as agent of the herein-named principal. "Client" refers to the principal for whom this order is placed.
2. FINANCIAL RESPONSIBILITY: Unless Agency's name appears as "Client," this order is placed by Agency for a disclosed principal in accordance with specific authorization given to the Agency by Client as principal. Client having accepted full liability, Agency is relieved of all personal liabilities for services, materials, and/or other charges ordered under Client's authorization.
3. ACCEPTANCE: In the absence of written acceptance of this order, performance by Vendor of any of the services specified herein, or delivery of any of the materials ordered herein, shall be construed as acceptance and shall constitute a contract.
4. SPECIAL CONDITIONS. (a) Invoice promptly, in duplicate, with all charges itemized thereon, with shipping receipt, if any, attached. (b) Show our "LGND Project #," quantities produced, and Client's name on each invoice, as well as on packages, delivery tickets, etc.
- c) Time of delivery is an essential part of this order. Advise immediately upon receipt of order if specified delivery date cannot be met. Neither Client nor Agency is liable for material delivered late in absence of written extension. (d) No charge for extras (or "overs") or for overtime can be allowed unless covered by further purchase orders, or authorization in writing. (e) In absence of fixed price herein, Vendor's acceptance constitutes an agreement that materials/services ordered will be charged for at lowest base price or scale extended by Vendor to any purchaser or agency with 30 days of date. (f) All drawings, photographs, or plates furnished in connection herewith are accepted by Vendor at his risk, and must be returned to Agency promptly, undamaged. Layouts, visuals, sketches, roughs, etc., must be returned with finished job. (g) All original work hereby ordered, including all copyrights and/or rights to copyright, shall become the absolute property of the Agency, as a co-worker, upon payment therefor. (h) Vendor agrees to defend at its own cost and to indemnify and hold harmless Agency and Client from any and all claims, liabilities and expenses (including attorney's fees and legal expenses) for violation of any copyright, trademark right, or right to privacy relating to the materials or arising by reason of use of the materials. (i) Vendor shall deliver to Agency a license from the copyright owner, if any, or a representation that the work is original, and an acceptable release or consent from each person represented in any photograph or drawing.
- (j) If no such license is furnished upon delivery of the work hereby ordered, it shall be understood that the artist represents by such delivery that no such photograph or drawing has been made use of, and that the work is entirely his or her original work. (k) The Agency shall furnish, on request of the artist, its approved form of so-called "Model Releases" which, when properly filled out, shall satisfy its requirements under Paragraph (i) herein (except in the matter of copyright license) and any similar requirements arising out of drawings from life.

\*LGND PO #'s are devised using the client code, project number, and the initials of LGND employee filling out the PO. Thus, SOG11899/WS is an example. If two or more a day are issued for the same project, then, SOG11899/WS2 is used, and so on.