



CREDIT APPLICATION and AGREEMENT

DVS IntelStream

2625 West Olive Ave. Burbank, CA 91505
818-566-4151 FAX 818-566-4453

IMPORTANT: If accepted by DVS IntelStream, this Application shall become part of the Credit Agreement between DVS IntelStream and Client, together with the attached terms and conditions. DVS IntelStream shall be entitled to rely upon all of the information supplied below as true and accurate, and as a material inducement for issuing and continuing to issue credit to Client. An executed photocopy or faxed copy shall be as effective as a signed original.

COMPANY NAME	CONTACT NAME	PHONE
COMPANY ADDRESS		
BILLING ADDRESS		
PREVIOUS ADDRESS (If you have not been at the above address more than 3 years)		
AUTHORIZED SIGNERS		
TYPE OF ORGANIZATION: <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> LLC <input type="checkbox"/> LLP		
NAMES, TITLES, HOME ADDRESS, HOME PHONE & SOC. SECURITY NO. OF PRINCIPAL OFFICERS, GENERAL PARTNERS OR OWNERS		
CITY, STATE AND YEAR OF INCORPORATION OR COMMENCEMENT OF BUSINESS		
PARENT COMPANY	FEDERAL TAX I.D. NO.	
CREDIT AMOUNT REQUESTED	RESALE NUMBER	
REFERRED BY	DO YOU REQUIRE PURCHASE ORDERS?	

REFERENCES:

BUSINESS BANK & BRANCH	PHONE
ADDRESS	
NAME & TITLE OF CONTACT	
ACCOUNT NO.	ACCOUNT OPENED WHEN
BUSINESS REFERENCES WITH WHOM YOU DO REGULAR BUSINESS ON AN OPEN CREDIT BASIS ACCOUNT	
COMPANY	PHONE
ADDRESS	
NAME & TITLE OF CONTACT	FOR HOW LONG?
COMPANY	PHONE
ADDRESS	
NAME & TITLE OF CONTACT	FOR HOW LONG?
COMPANY	PHONE
ADDRESS	
NAME & TITLE OF CONTACT	FOR HOW LONG?

The undersigned represents and warrants the following: that he/she has read and understands all of the terms and conditions contained in the Credit Agreement and attached Terms & Conditions hereof, and is in full agreement therewith; that the information supplied above is truthful and accurate; that the undersigned is authorized to execute the application on behalf of the above-described business entity and to therefore enter into the Credit Agreement on behalf of said entity.

AUTHORIZATION TO OBTAIN INFORMATION: In order to assist your decision to establish a credit account to the undersigned, you are hereby authorized to request all necessary information from the references given on this Credit Application. The said persons and/or companies are hereby authorized and directed to release such information to you upon request. If requested, a copy of this authorization may be given to said persons and/or companies.

SIGNED BY	TITLE
ON BEHALF OF (COMPANY)	ON (DATE)

PERSONAL GUARANTEE:	
In consideration of the extension of credit by DVS IntelStream to the Client herein and as a requirement thereto, the undersigned does/do jointly and severally personally guarantee to pay and to be responsible and liable to DVS IntelStream for any and all sums, balances, and accounts due DVS IntelStream by Client, including but not limited to interest, collection charges, court costs and attorney fees. This shall be an open and continuing guarantee in full force notwithstanding any change in the form of such indebtedness and/or renewals or extensions granted by DVS IntelStream, and until expressly revoked by written notice from me/us to DVS IntelStream. Any such purported revocation shall not in any manner affect my/our liability as to any indebtedness existing prior thereto, or additional costs and expenses to DVS IntelStream resulting there from. I/we hereby waive notice of the acceptance of this agreement, notice of default, or non-payment, and I/we waive any action required by any statute, as against Client. I/we specifically waive any suretyship defenses affecting liability or enforcement of this guarantee. No delay on DVS IntelStream's part in exercising any right hereunder, or taking any action to collect or enforce payment of any obligation hereby guaranteed, either as against the Client or any other party primarily or secondarily liable with the Client, shall operate as a waiver of any such right or shall in any manner prejudice DVS IntelStream's rights against me/us. I/we agree that in the event of any default at any such time by said Client, DVS IntelStream shall be entitled to look to me/us immediately for full payment without prior demand or notice to either me/us or to the Client. This Guarantee shall not be discharged or affected by death, and shall bind my/our heirs and personal representatives, and shall inure to the benefit of any successors or assigns to DVS IntelStream.	
SIGNATURE	PRINT NAME
SIGNATURE	PRINT NAME

DVS IntelStream Mandatory Terms and Conditions

1. ENTIRE AGREEMENT. This Agreement, and any other matters expressly incorporated by reference herein, contains the entire agreement between the parties hereto relative to this subject matter. It supersedes all prior or contemporaneous understandings, whether oral or in writing. THESE TERMS AND CONDITIONS CAN ONLY BE MODIFIED BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF DVS INTELESTREAM.

2. TERMS OF PAYMENT Cost of Collection; Attorney's Fees. Client agrees to pay DVS IntelStream for all services and materials furnished for Client or for the account of the Client. Client may purchase services and materials on open account only upon approval by DVS IntelStream. If services are furnished to Client on open account, Client shall pay DVS IntelStream the amount invoiced to Client within 30 days from date of invoice ("Due Date"). Any claims for adjustment in connection with an invoice must be presented to DVS IntelStream in writing within fifteen (15) days from the date of the invoice in question or such claim shall be deemed waived by Client. Client agrees to pay DVS IntelStream interest at the rate of 18% per annum or one and one-half percent (1 1/2%) per month on all amounts which are not paid when due, interest to accrue from the date payment is due. This interest rate shall not exceed the maximum amount permitted by law. Client agrees to pay DVS IntelStream all costs and expenses (including attorney's fees) incurred by DVS IntelStream in connection with the collection of amounts owed by Client. Any discounts provided to Client shall be immediately and forever rescinded should payment associated therewith not be made in a timely manner pursuant to this Agreement, and Client shall be invoiced for the difference between the amount originally owed and what would have been owed without the discount.

3. DELIVERY. Delivery dates, if furnished by DVS IntelStream, are approximate. Client's orders will be filled as rapidly as practicable taking into consideration the delivery to DVS IntelStream of materials by Client, the type of services or materials ordered by Client, DVS IntelStream's obligation to other clients and DVS IntelStream's facility capacity. DVS INTELESTREAM SHALL NOT BE LIABLE TO CLIENT OR TO ANY OTHER PERSON FOR ANY LOSSES OR DAMAGES ARISING OUT OF THE DELAY IN DELIVERING OF SERVICES OR MATERIALS, NOR SHALL DVS INTELESTREAM BE LIABLE FOR FAILURE TO GIVE NOTICE OF ANY SUCH DELAY. Any delay in delivery shall not constitute grounds for termination or cancellation of Client's order, whether such delay arises from causes within or beyond DVS IntelStream's control.

4. DISCLAIMER OF WARRANTIES. DVS IntelStream neither assumes nor accepts any liability of any kind arising out of services or materials furnished or provided by DVS IntelStream, including but not limited to acts of God, defective materials, equipment failure, inadequate source material, employee capability or availability, and other acts deemed out of the control of DVS IntelStream. DVS IntelStream specifically disclaims any warranties including merchantability or fitness for intended use, and DVS IntelStream shall in no event be liable for consequential damages to the Client. DVS IntelStream shall not be responsible for injury or damage to Client or to Client's property or to persons or property on the promises at Client's invitation. DVS IntelStream shall not accept any claim of subrogation no matter how it arises, and Client specifically waives a right it may have for subrogation, including the right to transfer such right to a third party, Client's sole remedy in the event of actual failure on the part of DVS IntelStream is to refuse the work and/or receive credit for that portion of the work proving to be unsatisfactory.

5. NON-RESPONSIBILITY. DVS IntelStream shall not be responsible for loss or damage of any kind to the Client's tapes, artwork or other element or materials while on or in DVS IntelStream's premises or custody, Production elements prepared by DVS IntelStream, and any other unclaimed or unpaid customer property, will be disposed of 30 days after completion of work if not picked up by Client, without any obligation to notify Client.

6. INDEMNIFICATION. DVS IntelStream shall be indemnified, defended and held harmless from all claims, demands, lawsuits wherever filed, and other liabilities and expenses, including court costs and attorney fees, in connection with any and all claims against Client or DVS IntelStream arising out of the Agreement or any other agreement between Client and DVS IntelStream. Client represents and warrants that the film, videotape, audiotape, magnetic media or printed materials delivered to DVS IntelStream do not in any way defame, or violate or infringe any copyright, civil right of privacy or any other right of, any person, firm or corporation. DVS IntelStream will not be required to duplicate and/or deliver any materials which it deems to be obscene or otherwise violative of State or Federal statutes. Client agrees to indemnify DVS IntelStream, its directors, officers, employees and agents against and hold each of them harmless from any and all claims, costs and expenses of any nature, attorney's fees and costs, incurred by DVS IntelStream by reason of any breach of any representation, warranty or agreement herein made by Client. DVS IntelStream shall indemnify Client from all claims, liabilities, costs (including attorney's fees) and damages arising out of any claim for patent infringement connected with the unauthorized use by DVS IntelStream of any patented machine, device or process. Client shall indemnify and hold harmless

DVS IntelStream from all claims, liabilities, costs (including attorney's fees) and damages arising out of DVS IntelStream's disposition or destruction of Client's film materials (provided such disposition or destruction is in accordance with provisions of paragraph 5) or the publication of, use, distribution or exhibition of Client's film materials.

7. DEFAULT. Upon the occurrence of any default by the Client in any of the terms or conditions of this or any other agreement with DVS IntelStream, DVS IntelStream may, without notice or demand on Client, declare this Agreement in default, whereupon all rights of DVS IntelStream in the materials of Client shall vest, and all liens which DVS IntelStream may have, including equitable liens, shall attach. Without limiting any of DVS IntelStream's remedies upon default, DVS IntelStream shall be entitled to retain possession of all of Client's materials, including masters, tapes, and other elements, until cure of said default. DVS IntelStream may dispose of Client's materials for value or otherwise without notice if Client is over thirty days in material default. Client accepts personal jurisdiction in the California Superior Court, Los Angeles County, and Client knowingly and expressly waives the right to a trial by jury. DVS IntelStream shall be entitled to court costs and attorney fees accrued under this paragraph. All deposits and insurance proceeds shall be applied in a manner consistent with the applicable Work Order agreement between DVS IntelStream and Client.

8. CREDIT AGREEMENT INCORPORATED INTO OTHER AGREEMENTS. All of the terms and conditions of this Credit Agreement, including the Credit Application and the personal guarantees on the reverse side shall be expressly incorporated by reference into all other agreements between Client and DVS IntelStream, no matter when said agreements are or will be entered into.

9. LIENS. DVS IntelStream retains a lien on all tapes and other elements delivered by Client to DVS IntelStream, and the product of any other services performed by DVS IntelStream for the full balance on Client's account at any time.

10. MISREPRESENTATIONS. If it is determined that Client has made any material misrepresentations to DVS IntelStream which result in credit being granted under this Agreement, DVS IntelStream shall have the right to immediately terminate this Agreement, declare Client to be in default under paragraph 7, and to exercise all other rights in the Agreement by law.

11. ASSIGNMENT. This Agreement may not be assigned by Client without DVS IntelStream's express, written, and signed permission.

12. EXTENSION AND IMPAIRMENT OF CREDIT. DVS IntelStream checks all credit references. DVS IntelStream reserves the right to, and from time to time, utilizes other credit reporting agencies and credit bureaus in order to determine whether credit should be extended. DVS IntelStream reserves the right to periodically ascertain Client's creditworthiness. If DVS IntelStream believes that Client's credit is substantially impaired so that there is a material risk to provide credit under this agreement, DVS IntelStream may terminate Client's rights and declare the Client in default under paragraph 7. Should such situation arise, DVS IntelStream reserves the right to demand cash or a cashier's check prior to the release of any materials to Client. All determinations under this paragraph shall be DVS IntelStream's whose decisions shall be final.

13. CAPTIONS. Captions are for the convenience of the parties, and are not intended nor shall they operate as substantive terms in this Agreement.

14. GOVERNING LAW. This Agreement shall be governed under California law, and shall not be construed with respect to which party caused the Agreement to be drafted.

15. WAIVER. No waiver of any of these terms or conditions shall constitute a waiver or any other terms and conditions of this Agreement.

16. RATES. All rates charged shall be the prices of DVS IntelStream in force at the time that the Work Order is prepared, and are subject to change without notice. Said rates shall be set forth in the Work Order in accordance with Client's originally expressed requirements.

17. PARTIAL INVALIDITY. In the event that any portion of these terms and conditions shall be held to be invalid or unenforceable, the remaining terms and conditions shall nevertheless remain in full force and effect as though the invalid or unenforceable portion was not included.

18. CANCELLATIONS. A cancellation fee equal to 50% of facility services booked will be charged if notice of cancellations is not given at least 24 hours in advance. If notice of cancellation is given less than 12 hours in advance, a cancellation fee of 100% will apply.

19. OVERTIME. An overtime rate of \$100.00 per person / per hour will be applied to all sessions that exceed 8 consecutive hours in length or for sessions utilizing personnel that have been working in excess of 8 consecutive hours. After 12 hours, the overtime charge will increase to \$125.00 per person / per hour. An additional facility overtime charge of \$100.00 per hour will be applied to sessions beyond 12:00 Midnight. Overtime will be applied to all weekend sessions.

20. STANDBY TIME. Standby time incurred while waiting for client or session machines needed but not ordered by client will be charged at room rate plus machines booked.

21. UNUSED TIME. Time booked and confirmed by Client but unused will be charged at 50% of the session hourly rate.



Client Account Set-up Information

Company Name: _____

Primary Contact(s): _____

Phone: (____) _____ - _____ Fax (____) _____ - _____

Address:	Billing Address (<i>If Different</i>):
_____	_____
_____	_____
_____	_____

Authorized Personnel:

All individuals below will be authorized to place orders. It is the responsibility of the client to inform DVS IntelStream if any changes are to be made to the list.

Full Name: _____	Phone: (____) _____ - _____
Title: _____	Fax # : (____) _____ - _____

Full Name: _____	Phone: (____) _____ - _____
Title: _____	Fax # : (____) _____ - _____

Full Name: _____	Phone: (____) _____ - _____
Title: _____	Fax # : (____) _____ - _____

Accounts Payable contact:

Full Name: _____	Phone: (____) _____ - _____
Title: _____	Fax # : (____) _____ - _____

Additional Account Information:

FED-Ex #: _____ UPS #: _____

Other information: _____

For Office Use only:			
TERMS	CREDIT LIMIT	APPROVED BY	DATE
SALES PERSON:		DIVISION:	