



CREDIT APPLICATION

- This application must be completed in full and legibly. If the application is incomplete, credit will not be approved.
- Page 2 must be signed by an officer or authorized representative of the company.
- Some inquiries must be conducted by mail, so please allow up to 2 weeks to process.
- Until credit is approved, work can only be accepted on a cash basis or with approved Visa or MasterCard.
- NJ Sales Tax - NJ has a 7% sales tax which will be charged unless a completed New Jersey State Exemption Form (see form ST-3 attached hereto) is submitted along with this application.

COMPANY INFORMATION

LEGAL NAME OF COMPANY:

TRADING AS:

ADDRESS:

PHONE:

FAX:

BILLING ADDRESS:

YEAR STARTED _____ CORPORATION _____ PARTNERSHIP _____ PROPRIETORSHIP _____ LLC _____

FORMED IN STATE OF _____ FEDERAL TAX ID # _____

NFL FILMS ACCOUNT MANAGER:

OFFICERS / PRINCIPALS

NAME:

TITLE:

NAME:

TITLE:

NAME:

TITLE:

PRINCIPAL ACTIVE TRADE REFERENCES *(accounts should be equal to or greater than amount of credit requested)*

COMPANY NAME:

CONTACT:

ADDRESS:

PHONE:

FAX:

COMPANY NAME:

CONTACT:

ADDRESS:

PHONE:

FAX:

COMPANY NAME:

CONTACT:

ADDRESS:

PHONE:

FAX:



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BANK REFERENCE FORM

Please complete the top portion of this form then forward to your banking institution. Have them fill in the appropriate information and fax the form directly to NFL Films as indicated below.

TO BE COMPLETED BY CUSTOMER

Company Name:

Address:
Phone: Fax:

Bank Name: Contact:
Phone: Fax:

Bank Account #:

I (we) understand that this Bank Reference Form is being submitted for the purpose of establishing an account with NFL Films and hereby authorize the release of the confidential information outlined below.

Signature: Printed Name:

Title: Date:

TO BE COMPLETED BY BANK

Date account opened: Average balance:

Any NSF checks? yes no

Borrowing? yes no If yes, type of loan: _____ Amount Owed: _____

Is the above-named individual a signature on the account? yes no

Signature: Printed Name:

Title: Date:

****NOTE TO BANK****
PLEASE RETURN BY FAX TO NFL FILMS

Fax #: **866-667-2572**
Attention: **Fran Feldman**



GENERAL GUIDELINES & TERMS

NFL FILMS has the right to refuse to work with material which it deems to be misleading, indecent, libelous, unlawful or otherwise prejudicial to the Client's interest or itself.

NFL FILMS schedules personnel and equipment at its discretion. NFL FILMS will give its best effort to notify Client of any changes. It reserves the right, however, to substitute comparable resources or assign or subcontract all or part of the work ordered as needed.

CHARGES

Client is encouraged to meet with representatives of NFL FILMS in advance of doing work to discuss fees and procedures. If requested NFL FILMS will provide a written estimate of costs. Such a quotation is provided to Clients to help plan their budgets. It does not constitute a fixed price unless specifically so stated in writing. Charges are based on actual services rendered and materials used rather than an estimated cost unless there is a fixed price.

Fixed price bids cover only the items listed and in the quantities specified in NFL FILMS' written quotation. Any other services or materials provided are at extra cost. Out-of-pocket expenses, e.g., meals, shipping, and rental fees, incurred in the process of performing services for a Client, are charged in addition to fees for services. At the discretion of NFL FILMS, a handling fee may be added to these expenses. NFL FILMS may offer in-house meal service at no extra charge to the Client.

Prices are subject to change without notice.

Local, state, federal and other governmental taxes or any other governmental fee are the responsibility of the Client.

Cancellations made on short notice will result in charges to the client. All Cancellations made with less than 3 (three) business days notice will be charged at 50% of the value of the services originally reserved. Cancellations made with less than 2 (two) business days notice will be charged at 100% of the value of the services originally reserved. NFL FILMS will make every effort to re-sell the time booked by the Client. If the time is re-sold, cancellation charges will not apply. In addition to Cancellation fees, all out-of-pocket costs that NFL FILMS has incurred on an approved budget will be charged to the client.

Cancellations as a result of postponing for any cause are subject to cancellation charges. Session charges apply whenever a suite is reserved and/or occupied by the Client except in instances of downtime. Unused services, which have been exclusively reserved at the Client's request, will be billed at the discretion of NFL FILMS.

Equipment or services may be reserved two ways:

1) Exclusive booking gives the Client full use of the device without interruption from another session. The Client will be charged for the full amount of time exclusively reserved.

2) Shared booking means the equipment may be used when available and the Client will only be charged for the time used, subject to minimum requirements. Typically, most services have a one-hour minimum with charges in quarter hour increments thereafter.

Charges for service are based on the time needed to perform said service, NOT on the running time of the material.

Delays during an edit session will be charged to the Client unless caused by equipment malfunction. NFL FILMS is not, however, liable for consequential or any other damage, which may result.

Additional services performed during a scheduled session will be billed in addition to the session.

All long distance calls, shipping, freight, messenger services, trafficking, customs and related service expenses incurred by or on behalf of a Client shall be charged back to the Client with a nominal handling charge.

LIMITATION OF LIABILITY AND LIMITATION OF WARRANTY

Client's property (including but not limited to items such as raw footage, elements, edited masters, hard drives or any other property) will be received, processed, used and stored by NFL FILMS solely at the Client's risk. Unless otherwise agreed to, and subject to the Credit provisions, below, NFL FILMS will store Client's property for a maximum of 6 (six) months following the completion of the project in question (the "Storage Period"). Upon expiration of the Storage Period, NFL FILMS will return Client's property to the Client at its last known address.

No insurance or other guarantee of safety of Client property is provided by NFL FILMS. NFL FILMS shall not be liable for any lost profits or other damage caused by the loss, damage or destruction of any materials belonging to the Client or to any other person unless caused by the negligence of NFL FILMS, in which event the liability of NFL FILMS shall be limited to the replacement of a similar quantity of raw stock of material which is lost, damaged or destroyed. Except for such replacement, NFL FILMS shall have no further liability regarding the loss, damage or destruction of such materials.

NFL FILMS shall not be liable to Client or, to any other person, for any act of omission of any person selected by NFL FILMS to perform services or furnish materials for Client. If materials furnished to NFL FILMS are found to be defective in manufacture, NFL FILMS shall replace such material(s) with similar quantity of raw stock, provided Client notifies NFL FILMS in writing of such defect within 30 days after shipment. Except for such replacement, NFL FILMS will have no further liability in connection with such defective material(s).

NFL FILMS makes no warranty, express or implied, with respect to materials or services provided by it. NFL FILMS expressly disclaims all warranties, express or implied, statutory or otherwise, including any implied warranty of merchantability or fitness for a specific purpose. If technical problems are found in work:

1) NFL FILMS must receive the first opportunity to make corrections; and

2) In the event NFL FILMS is unable to correct the problems, NFL FILMS will waive the charges related to that work.

In NO event shall NFL FILMS be liable for any other costs or consequential damages resulting from needed corrections. The Client is responsible for the accuracy, completeness and propriety of information NFL FILMS is asked to process. Clients are solely responsible for the copyright and licensing of property used in their production. Clients shall hold harmless NFL FILMS and indemnify it against any suits, claims, losses, or other liability made against, or suffered arising out of the production, distribution, processing or exhibition of any programs on which NFL FILMS worked for the Client. This indemnification extends to any claim of, or infringement of, any patent, copyright, trademark, or other proprietary right, at common law, or claim of unfair trade or of unfair competition.

NFL FILMS does not accept, review or consider, and does not knowingly accept, review or consider, any Unsolicited Submission(s), including without limitation, any ideas, suggestions, notes, scripts, story lines, articles, fiction, proposals, marketing or promotional plans, program formats, literary material, videos, musical compositions, characters, drawings, concepts and/or other

information and/or materials. NFL FILMS requests that Clients do not submit any Unsolicited Submission(s), as it is NFL FILMS company policy to delete, destroy or return any and all Unsolicited Submission(s) immediately and automatically without reviewing them, whether sent by mail, electronic transmission, personal delivery or otherwise, by Client or any other person or entity. Therefore, any similarity between any Unsolicited Submission(s) and any elements in any NFL FILMS creative work, including, without limitation, any film, television program or series, story, title or concept, would be purely coincidental.

CREDIT

Clients must pay NFL FILMS in full at the time work is performed unless credit acceptable to NFL FILMS is established in advance.

NFL FILMS may hold Client's property until the Client has paid, in full, any invoices that are in arrears. It is customary for NFL FILMS to hold a lien on all Client material until payment of all outstanding Client balances is received. Outstanding balances not paid within 30 days are subject to interest at the maximum rate allowed by law. Third-party collections are not the responsibility of NFL FILMS. Prompt payment is expected for work performed without regard to whether the ultimate Client has settled its account. Any claims for material or work for an invoice may not be allowed if not made within 30 days from date of invoice. Handling charges may be imposed for additional original invoices.

The undersigned hereby authorizes NFL FILMS to investigate credit of applicant. Client agrees that, should an account be opened, in the event of default of the payment of any amount due, and if such account is placed in the hands of an agency or attorney for collection or legal action, Client will pay additional charges equal to the cost of collection including affiance and attorney fees and/or court costs incurred to the extent permitted by laws governing these transactions.

The undersigned represents that he/she has read the terms and conditions listed above and that the Client has authorized him/her to acknowledge the Client's agreement to be bound by said terms and conditions.

Client

By:

Signature

Printed Name/Title

Date