



CREDIT APPLICATION & AGREEMENT

FOX STUDIOS OPERATIONS

A UNIT OF TWENTIETH CENTURY FOX FILM CORP.
P.O. Box 900
Beverly Hills, CA 90213-0900
(310)369-7629 / FAX (310)369-1971

Account No. _____

Date _____

The following is provided to FOX STUDIOS OPERATIONS, herein referred to as "FOX", for purpose of establishing credit for the account of:

Customer Name (Full Legal Name) _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____ In Business Since: _____

Please Check: ☐ Individual ☐ Partnership ☐ Corporation State Incorporated: _____

Federal Tax I.D. No(s) _____ Social Security No(s) _____ Date Incorporated: _____

PRINCIPAL OFFICERS, PARTNERS OR OWNERS

Principal's Name _____ Title _____

Address _____ Phone _____

Previous Address (If above is less than 2 years) _____ Soc Sec No. _____

Principal's Name _____ Title _____

Address _____ Phone _____

Previous Address (If above is less than 2 years) _____ Soc Sec No. _____

Principal's Name _____ Title _____

Address _____ Phone _____

Previous Address (If above is less than 2 years) _____ Soc Sec No. _____

Have the Customer, Principal(s) or any of its affiliates had credit with Fox under another company name? ☐ Yes ☐ No

Name of Entity _____

Subsidiaries, Affiliate, Parent Company Name & Address

BANKS

Address or Branch _____ Contact _____ Phone Number _____

Account No. _____ ☐ Checking ☐ Loan ☐ Savings

Address or Branch _____ Contact _____ Phone Number _____

Account No. _____ ☐ Checking ☐ Loan ☐ Savings

COMMERCIAL REFERENCES (List only names of those whom you currently buy on OPEN ACCOUNT)

1. Name _____ Address _____ Contact _____ Phone _____

2. Name _____ Address _____ Contact _____ Phone _____

3. Name _____ Address _____ Contact _____ Phone _____

GENERAL INFORMATIONTYPE OF PRODUCTION: ☐ Theatrical ☐ Television ☐ Other Name of Production: _____Estimate of monthly work to be performed \$ _____ Amount of credit requested \$ _____
Type of Services Required: _____☐ Stage Rental ☐ Sign Shop ☐ Staff ☐ Drapery ☐ Paint ☐ Research Library ☐ Transportation
☐ Wardrobe ☐ Grip/Set Ltg. ☐ Mill/Moulding ☐ Studio Supply ☐ Food Services ☐ Post Production ☐ Other

How did you learn of our Services?

Internet	Related customer	Advertisement	Referred	Other
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OFFICE USE ONLY

Highest Credit

Payment Record

Mo/Yr of Last Sale

Open Balance

Spoke to

1. _____

2. _____

3. _____

Terms of Payment: Terms of payment for open accounts are 30 days from date of invoice
ALL INVOICES NOT PAID WITHIN THE APPROVED TERM WILL BE SUBJECT TO A LATE CHARGE OF ONE PERCENT (1%)
OR THE HIGHEST RATE PERMITTED BY LAW PER MONTH ON THE DELINQUENT BALANCE

PAYMENT

- TERMS AND ADJUSTMENTS:** Customer agrees to pay Fox Studios Operations ("Fox") for all services performed and goods provided within thirty (30) days of the date of invoice. Customer agrees to comply with credit terms hereof. All invoices not paid within the required term will be subject to a late charge of one percent (1%) per month on the unpaid balance, provided however, that Customer shall not be required to pay a late charge in excess of the maximum charge allowed by law. Any claim for adjustment in connection with an invoice must be presented to Fox in writing within thirty (30) days from the date of the invoice in question. Customer hereby waives any claim for adjustment in billing which is not timely presented according to the provisions of this paragraph.
- ATTORNEY'S FEES:** Customer agrees to pay reasonable attorney's fees, and all other costs and expenses incurred by Fox in connection with the enforcement of the terms and conditions of this Agreement.
- GOVERNING LAW:** Any dispute as to the validity, construction or performance of this Agreement or any of its terms and conditions shall be governed by, construed and enforced in accordance with the laws of the State of California., All of the parties hereto (a) agree that any legal suit, action or proceeding arising out of or relating to this Agreement may be instituted in a State or Federal court in the City of Los Angeles, State of California, (b) waive any objection which they may have now or hereafter to the laying of the venue of any such suit, action or proceeding, and (c) irrevocably submit to the non-exclusive jurisdiction of the United States District Court for the Central District of California, or any court of the State of California located in the City of Los Angeles in any such suit, action or proceeding. Further, all of the parties hereto agree that the mailing of any process in any such suit, action or proceeding in accordance with the notice provisions of this Agreement shall constitute personal services thereof.
- EXECUTION:** This Agreement shall not be deemed executed and no obligation of Fox shall be created hereunder until signed and accepted by Fox at its place of business in Los Angeles, California.
- NOTICES AND COMMUNICATIONS:** All notices and communications hereunder to Fox shall be sent to: Fox Studios Operations, Attention: Studio Accounts Receivable, P.O. Box 900, Beverly Hills, CA 90213-0900. Any notices or communications hereunder shall be deemed to have been duly given when in writing and personally delivered or when deposited in the United States Mail, Certified Mail, Return Receipt Requested, with postage prepaid to Fox at the above address or to Customer at the address shown as Customer's address in Fox's records or at such other address as either specified by written notice given in accordance with this paragraph.
- SET-OFFS:** Customer agrees that Fox shall have the right to set-off any amount which may become payable by Fox to Customer whether arising under this contract or otherwise arising out of any transaction between Customer and Fox.

SIGNATORIES

Customer hereby warrants that the foregoing representations are true and correct, and that all work performed or services rendered for the account of Customer shall be governed by the above terms and conditions. Fox is hereby authorized to obtain such information as it may require concerning the statements contained in this application and from the references listed herein. Said references are hereby authorized and directed to release such information to Fox upon receipt of a copy of this Credit Application. It is hereby agreed that the application shall remain Fox's property whether or not credit is granted.

The undersigned hereby certifies that all statements in this application are true and complete and are made for the purpose of obtaining credit.

Dated _____

Customer _____
(Must be signed by Principal or Owner)

Title _____

GUARANTY

In order to induce Fox Studios Operations (hereinafter referred to as "Fox") to extend credit to:

Customer

(hereinafter referred to as "Customer") and in consideration thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby guarantees to pay money due or to become due to Fox from Customer for services rendered or to be rendered and for materials furnished or to be furnished as well as the due payment of all obligations which Customer now or in the future may owe to Fox.

The Guaranty, any security therefor and the obligations hereby guaranteed shall not be impaired by any modification, release or an alternation of any agreement between Customer and Fox unless in writing duly executed by an authorized officer of Fox to all of which the undersigned hereby consents. The liability of the undersigned, as Guarantor, is direct and unconditional and may be enforced without requiring Fox to resort to any other right, remedy or security against the undersigned, the aforesaid Customer or any other person, firm or corporation. If suit is necessary to enforce the Guaranty or if Fox is required to retain legal counsel to assist in the enforcement of any rights or obligations hereunder, the undersigned promises to pay all costs and expenses therefor and attorney's fees.

The obligations hereunder are joint and several, and independent of the obligations of Customer and a separate action or actions may be brought and prosecuted against Guarantors whether action is brought against the Customer or whether Customer be joined in any such action or actions; and Guarantors waive the benefit of any statute of limitations affecting their liability hereunder or the enforcement thereof to the extent permitted by law. Any part payment by Customer or other circumstances which operates to toll any statute of limitations as to Customer shall operate to toll statute of limitations as to Guarantors.

Guarantors WAIVE any right to require Fox to (a) proceed against Customer; (b) proceed against or exhaust any security held from Customer; or (c) pursue any other remedy in Fox's power whatsoever.

Guarantors further WAIVE any defense arising by reason of disability or other defense of Customer or by reason of the cessation from any cause whatsoever of the liability of Customer. Guarantors WAIVE all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty. Guarantors further WAIVE all notices of the existence, creation, or incurring of Customer, or any other person whomsoever, in connection with any obligation or evidence of indebtedness held by Fox as collateral or in connection with any indebtedness hereby guaranteed. Guarantors further WAIVE any defense (a) based upon an election of remedies and (b) based upon Section 726 of the California Code of Civil Procedure.

If any provision of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless remain effective.

The undersigned certify that all statements made in any financial statements submitted to Fox in connection with this Guaranty are true and complete and for the purpose of obtaining credit for the Customer.

This Guaranty, its construction and enforcement shall be construed in accordance with the laws of the State of California. Any action, suit or proceeding to enforce this Guaranty may be instituted in a State or Federal court in the City of Los Angeles, State of California, and the undersigned hereby waives any objection which he may have now or hereafter to the laying of venue of any such suit, action or proceeding, and irrevocably submits to the non-exclusive jurisdiction of any court of the State of California, City of Los Angeles, in any such action, suit or proceeding.

Dated _____

Guarantor _____ Address _____

Guarantor _____ Address _____

Guarantor _____ Address _____

This agreement is accepted and credit as set forth below is extended to Customer on the basis of representations by Customer and agreement herein.
FOX STUDIOS OPERATIONS

By _____ By _____

Title _____ Title _____

(Accounts Receivable)

(Studio Finance)

Approved Credit Limit \$ _____ Date _____

Please return this form to: FOX STUDIOS OPERATIONS, Studio Accounts Receivable, P.O. Box 900, Beverly Hills, CA 90213-0900