



Service Agreement and Credit Application

2225 Palou Avenue, San Francisco, CA 94124 Tel: 415-255-9883 / Fax: 415-255-0139 / www.expressmedia.tv

Services Rendered (Check all that apply):

- Equipment rental, Production service, Post services, DVD/CD Duplication services, Authoring, DVD/CD replication, Custom label services, Tape purchasing, Equipment purchase, Equipment repair

Please indicate how you would like your account to be set up:

- Individual, Partnership, Corporation, Government Agency

Company Information – (Please complete if Corporation or Government Agency)

Name & Address of Parent Company (if Any):, Name of Company:, Address /City /State /Zip:, Date Established:, Federal Tax ID:, Authorized Buyer(s):, Telephone:, Fax:, Email Address & Company URL:, Are Purchase Orders Required? Yes No Verbal Hard Copy Only, Estimated dollar requirements for a 30 day period: \$, Send Invoices to the Attention of:, Billing Address /City /State /Zip:

Individual or Partnership Information – (Please complete if Individual or Partnership account) :

Name of Company:, Address /City /State /Zip:, Telephone:, Fax:, Email:, Social Security No:, Driver’s License No.:, Send Invoices to the Attention of:, Bank Name:, Branch Address:, Account Number:, Branch Officer Contact (s):, Telephone:

Credit Card Authorization Clause:

Customer hereby agrees that Express Media may charge to customer’s credit card below any unpaid balance that is 30 days past due. Customer’s signature below will serve as authorization for the use of the credit cards for the purpose of satisfying unpaid balances owed to Express Media. No further signature or verbal authorization will be required.

MC / Visa / Amex card No. Exp. Cardholder’s Name: Signature:

Three Active trade references:

- 1. Company Name: Account Number: Address/City/State/Zip: Telephone: Fax:
2. Company Name: Account Number: Address/City/State/Zip: Telephone: Fax:
3. Company Name: Account Number: Address/City/State/Zip: Telephone: Fax:

Limitation of liability:

Customer, Express Media hereby acknowledge that costs incurred by customer in video services and the potential value of these tapes and services are far in excess of the fees charged by Express Media for equipment, production and/or dubbing, digitizing, packaging and other services provided by Express Media. Express Media bases its fees solely on the basis of such services and not on the cost of insuring customers for loss or damage to customer's production and/or tapes. Customer, Express Media further acknowledge that risks of loss, damage and destruction are inherent to the production and duplication process. It is understood and agreed in that Express Media does not assume the risk of and will not be liable for any loss, damage or destruction of customer's production and/or tapes, whether caused by the acts of Express Media or otherwise. Customer represents that it has obtained appropriate insurance coverage for the cost of production and/or duplication.

1. In no event shall Express Media be liable for the cost of reshooting or otherwise recreating pictures and sound.
2. Express Media shall be liable only for the reasonable purchase price of the unrecorded tapes.
3. In no event shall Express Media be liable for costs incurred by customer in ruining the tape or other incidental damages.
4. In no event shall Express Media be liable for any lost profits of customer or other consequential damages.
5. In no event shall Express Media be held liable for any emotional distress to customer resulting from loss, damage or destruction of customer's production, tapes or other general damages.
6. Delivery dates and/ or shipping dates are approximate. In no event shall Express Media be liable for any losses or damages (including loss of profits, emotional distress or incidental or consequential damages), due to delay in completing services or for failure to give notice of delay. Customer accepts full risk of such delays.

Customer's Initials _____

Insurance:

Express Media respectfully reminds the customer of the need to carry adequate insurance for all risks of loss or damage to their projects both during production and afterward. The customer may obtain a rider to the standard all-risk negative insurance to cover faulty equipment, tape stock and handling. This coverage should remain in effect through production and duplication. In no event shall Express Media be liable for any loss or damage, which was, or could have been, covered by the customer's insurance.

Ownership and Copyright:

Unless the customer gives prior written notice to the contrary, the customer warrants and represents that it is the sole owner of all elements delivered to Express Media by the customer or for the customer's account for storage, dubbing, transferring or processing of any kind. The customer hereby assumes, as far as Express Media is concerned, all liability under the copyright laws and under any and all other statutes arising out of the performance by Express Media of any services for the customer, and agrees to indemnify and hold Express Media free and harmless from all suits, claims, damages and other liability and expenses, including attorney's fees, which may arise either directly or indirectly out of or by reason of services performed by Express Media for the customer.

Express Media lien:

Tapes and other material delivered to Express Media are accepted on the express condition that Express Media hold a lien thereon for the balance from time to time due the Express Media from the customer, whether in respect to late account payments or otherwise. Express Media may retain possession of tapes and other materials until all charges are paid.

Default technical specifications:

In the event customer does not specify in advance the technical requirements desired in connection with equipment, production, dubbing, labeling, authoring or other services, Express Media will provide its services using what it considers to be industry standard specifications. The cost of redoing any work in order to meet technical specifications that have been communicated to Express Media after completion of its services shall be at customer's sole cost.

Miscellaneous:

California Law: This agreement shall in all respects be interpreted, construed and governed by the laws of the state of California. Any and all disputes that may arise as a result of this agreement shall be litigated in San Francisco, California.

Disputes: Attorney's fees. In any action under this agreement, including litigation, the party that prevails will have all attorney's fees and costs paid by the losing party.

Modification or Waiver: This agreement constitutes the complete understanding of the parties. This agreement may not be modified or altered except by written instrument executed by the parties.

Priority of payment: Customer's obligation to pay Express Media shall, in no event, be given a lower priority than any other obligations of customer. It shall not be a defense to the enforcement of this agreement that other parties (e.g.: actors, producers, studios, investor, distributors or any others) are entitled to receive funds from any source in preference Express Media or any of customer's other creditors.

*By signing below, you are authorizing us to run your credit at Able Screening and check your references.

Authorized Signature: _____ **Date:** _____

Name & Title (please print): _____

Express Media Representative: _____