



Paramount Pictures

CREDIT APPLICATION

PARAMOUNT PICTURES CORPORATION

Studio Accounts Receivable
5555 Melrose Avenue
Hollywood, CA 90038-3197
(323) 956-5313 FAX: (323) 862-1063

Account No.

Date

The following is provided to PARAMOUNT PICTURES CORPORATION, hereinafter referred to as "PARAMOUNT", for the purpose of establishing credit for the account of

Customer Name (Full Legal Name)

Address

City State Zip Code

Phone Fax In Business Since 19

Please Check: Individual Partnership Corporation State Incorporated: Date: 19

Federal Tax Number(s) Social Security Number(s)

PRINCIPAL OFFICERS, PARTNERS OR OWNERS

Principal's Name Title

Address Phone

Previous Address (If above is less than two years) Social Security Number

Principal's Name Title

Address Phone

Previous Address (If above is less than two years) Social Security Number

Principal's Name Title

Address Phone

Previous Address (If above is less than two years) Social Security Number

Has Principal(s) had credit with Paramount under another company name? Yes No

Name of Company(s)

Subsidiaries, Affiliate, Parent Company Name & Address

BANKS

Address or Branch Contact Phone Number

Account Number Checking Loan Savings

Address or Branch Contact Phone Number

Account Number Checking Loan Savings

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

1. Name Address Contact Phone

2. Name Address Contact Phone

3. Name Address Contact Phone

4. Name Address Contact Phone

GENERAL INFORMATION

Type of Production (Please Check) Theatrical Television Other Name of Production

Estimate of monthly work to be performed \$ Amount of credit requested \$

Type of Services Required

Post Production Stage Rental Office Rental Property Transportation Video Tape Facility
Wardrobe Set Lighting Other

OFFICE USE ONLY

Highest Credit Payment Record Mth./Yr. of Last Sale Open Balance Spoke to

1.

2.

3.

4.

**TERMS AND CONDITIONS**

**PAYMENT**

- TERMS AND ADJUSTMENTS:** Customer agrees to pay Paramount for all services performed and goods provided within thirty (30) days of the date of invoice. Customer further agrees to pay time, materials, fringes, plus surcharge on all fabrications. 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 and one half percent (1.5%) 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 Paramount 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.
- ATTORNEYS' FEES:** Customer agrees to pay reasonable attorneys' fees, and all other costs and expenses incurred by Paramount 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 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 service thereof.
- EXECUTION:** This Agreement shall not be deemed executed until signed and accepted by Paramount at its place of business in Los Angeles, California.
- NOTICES AND COMMUNICATIONS:** All notices and communications hereunder to Paramount shall be sent to: Paramount Pictures Corporation, Attention: Studio Group Accounts Receivable, 5555 Melrose Avenue, Los Angeles, CA 90038-3197. 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 Paramount at the above address or to Customer at the address shown as Customer's address in Paramount's records or at such other address as either specifies by written notice given in accordance with this paragraph.
- SET-OFFS.** Customer agrees that Paramount shall have the right to set-off any amount which may become payable by Paramount to Customer whether arising under this contract or otherwise arising out of any transaction between Customer and Paramount.

**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. Paramount 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 Paramount upon receipt of a copy of this Credit Application. It is hereby agreed that the application shall remain Paramount'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 \_\_\_\_\_

Dated \_\_\_\_\_

Customer \_\_\_\_\_  
(Must be signed by Principal or Owner)

Customer \_\_\_\_\_  
(Must be signed by Principal or Owner)

By (Title) \_\_\_\_\_

By (Title) \_\_\_\_\_

**GUARANTY**

In order to induce Paramount Pictures Corporation (hereinafter referred to as "Paramount") 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 Paramount 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 Paramount.

The Guaranty, any security therefor and the obligations hereby guaranteed shall not be impaired by any modification, release or an alteration of any agreement between Customer and Paramount unless in writing duly executed by an authorized officer of Paramount 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 Paramount 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 Paramount 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 attorneys' 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 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 circumstance which operates to toll any statute of limitations as to Customer shall operate to toll the statute of limitations as to Guarantors.

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

Guarantors further WAIVE any defense arising by reason of any 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 new or additional indebtedness or any action or non-action on the part of the Customer, Paramount, any co-guarantors, endorser, or creditor of Customer, or any other person whomsoever, in connection with any obligation or evidence of indebtedness held by Paramount 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 §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 Paramount 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 extended to Customer on the basis of representations by Customer and agreements herein.

**PARAMOUNT PICTURES CORPORATION**

By (Title) \_\_\_\_\_

Credit Limit \_\_\_\_\_

By (Title) \_\_\_\_\_

Date \_\_\_\_\_

Please return this form to: PARAMOUNT PICTURES CORPORATION, Accounts Receivable-Studio Group • 5555 Melrose Avenue, Los Angeles, CA 90038-3197