

# CREDIT APPLICATION

Must be filled out completely and SIGNED by Officer or Principal

**Multimedia**  
*Publishing & Packaging, Inc.*

9001 Fullbright Avenue  
Chatsworth, CA 91311  
800-982-8138  
Fax 818-341-7484

LEGAL BUSINESS NAME			
BILLING ADDRESS			
CITY	STATE	ZIP	PHONE
OWNER / PRESIDENT NAME			
ARE YOU	CORPORATION	PARTNERSHIP	SOLE PROPRIETOR
NAME OF ACCOUNTS PAYABLE MANAGER			PHONE
STATE OF CORPORATION		NUMBER OF YEARS IN BUSINESS	
PRIMARY BANK		BRANCH	
ACCOUNT NO.		OFFICER	
ADDRESS			
CITY	STATE	ZIP	PHONE

## TRADE CREDIT REFERENCES (MAJOR SUPPLIERS WHO CURRENTLY EXTEND TERMS)

COMPANY NAME			TERMS
ADDRESS			CONTACT
CITY	STATE	ZIP	PHONE
COMPANY NAME			TERMS
ADDRESS			CONTACT
CITY	STATE	ZIP	PHONE
COMPANY NAME			TERMS
ADDRESS			CONTACT
CITY	STATE	ZIP	PHONE

RESALE NO. (CARD ATTACHED)	CREDIT LIMIT DESIRED
----------------------------	----------------------

The information contained herein is true and complete. Multi-Media Publishing & Packaging, Inc. or its agents is hereby authorized to obtain any information it considers necessary to offer credit terms. Applicant will be responsible for any and all legal fees involved in the collection of invoices through legal means. The undersigned warrants that they are sole owner and/or that they have the right to possession and use of all the materials delivered to MMPP for printing, duplication, replication, or reproduction. Client also acknowledges that they have retained an original of all materials delivered to MMPP. Client expressly represents and warrants that the materials delivered to MMPP for production do not in any way defame, violate, or infringe any copyright, civil right to privacy, or any other right of person, firm, or corporation.

PLEASE READ PAGE 2 BEFORE SIGNING

AUTHORIZED SIGNATURE	DATE
TITLE	

## TERMS AND CONDITIONS

1. The acceptance of any order and terms of payment on all sales transactions are subject to the approval of the credit department of the seller.
2. All goods claimed to be defective shall be held subject to inspection by the seller and/or manufacturer's agent. Claims for shortage or deductions for erroneous charges must be presented within 10 days after receipt of the goods or they will not be allowed. No goods will be taken back and credited or replaced unless arrangements for such return have been made and approved in advance by seller.
3. No warranty of any kind or character, express or implied, is made by the seller as to any goods except that seller agrees to replace or, at its option, give credit for such goods as manufacturer deems to be defective. No claims for labor or for damages will be allowed by the seller, nor will the seller or the manufacturer be subject to any other or further liability. If goods appear defective their use should be discontinued and the seller notified promptly.
4. Late Payment: If payment is received by Multi-Media Publishing & Packaging, Inc. after the due date herein stated, a late charge at the rate of one and one-half percent (1 1/2%) per month (18% per annum) of the overdue amount, computed from the due date to the date of payment is received by Multi-Media Publishing & Packaging, Inc. shall be paid by said customer to Multi-Media Publishing & Packaging, Inc. upon demand.
5. Collection Costs: If payment is not made according to the terms and conditions hereof, customer agrees to pay on demand all costs of collection fees, reasonable attorney's fees and court costs, whether or not action is commenced or whether or not said action proceeds to judgment.
6. General: This agreement is entered into in the State of California. This agreement is governed by the laws of the State of California. Should any legal action be brought to enforce the terms of the agreement, customer agrees that jurisdiction shall be with the appropriate court in the State of California, County of Los Angeles.

## MASTER RELEASE

The undersigned, as an authorized agent of the above named firm, hereinafter known as the client, will submit from time to time to Multi-Media Publishing & Packaging, Inc., hereinafter known as MMPP, Audio, Video and/or Computer Software masters for the purpose of duplication, replication, or reproduction and Film or Diskettes for printing. The term materials as used herein, shall include, without limitation, all audio/video tapes or computer software masters, whether masters or duplicates, artwork, all other film, whether negatives or positives, originals or intermediates, prints or separations, scripts, scores, and all sound tracks. Client shall indemnify and hold MMPP and its vendors harmless for all liability arising out of or in connection with the duplication, distribution, publishing, processing, use, contents, or exhibition of materials delivered by MMPP or its vendors to the undersigned, including without limitation any MMPP or its vendors liability for slander, libel, defamation, invasion of privacy, or infringement of patent, copyright, trademark, or other proprietary right. The undersigned and their firm agree to bear all costs and attorney's fees incurred in the defense of MMPP or its vendors by counsel selected by MMPP from any action or proceedings arising from such liability. MMPP may, or on written demand of the undersigned made when all outstanding invoices have been paid by the undersigned, return the undersigned's and their firms materials to the undersigned at the undersigned's expense. MMPP assumes no liability for any materials left at MMPP after one year from the date of completion of the undersigned's work/order.

Client understands that MMPP provides services which permit inspection of master quality prior to duplication or print proofs prior to printing. Client otherwise releases MMPP from any and all claims that may be attributable to the quality of the client's master or film, and authorizes MMPP to duplicate or print from the master or film and thereby agrees to accept the quality of the resultant duplications, replications, or printing.

MMPP shall not, and shall be under no obligation to, inspect any materials delivered to it by the undersigned, nor make any inquiries regarding the legality of same and MMPP shall be entitled to rely on all representations and warranties made by client herein. The undersigned and their firm agree to indemnify MMPP and its vendors by reason or alleged breach of any representation, warranty, or agreement made herein by client. The undersigned and their firm shall indemnify and hold MMPP and its vendors harmless from all claims, liabilities, costs, attorney fees, or damages arising out of MMPP's and its vendors' duplication, distribution, publication, use, or exhibition of the undersigned's and their firm's materials.

In the event of default, the client agrees to pay any and all costs incurred by MMPP and its vendors in enforcing this agreement, or in collecting any amounts that may be due MMPP including attorney fees and court costs.

Initial acceptance here: \_\_\_\_\_