



1146 N Las Palmas Ave., Los Angeles, CA 90038
Telephone: 323-960-7054 Fax: 323-960-7066

For Internal Use Only	
Application Rev'd Date:	_____
Customer Number:	_____
Sales/Marketing Rep:	_____

EFILM, LLC (EFILM) CREDIT APPLICATION and AGREEMENT FORM

Please indicate any other EFILM affiliates that you will be doing business with, either now or in the near future:

Deluxe Laboratories:		Deluxe Film Services:	_____
Toronto: _____ Hollywood: _____		ETS:	_____
Deluxe Media Management:		Softtittler:	_____
Valencia: _____ Burbank: _____		Media Vu:	_____
Deluxe Digital Studios:	_____	The Lab	_____
Deluxe Post Production:	_____		
Deluxe Film Rejuvenation:	_____		
Deluxe London/Rome:	_____		

This Credit Application and Agreement is concurrent with and in addition to the EFILM, LLC standard terms and conditions, which also must be fully completed, signed and returned to the Credit Department before your credit request will be considered. This agreement governs all sales to you for EFILM products/services on terms and conditions as set forth by EFILM in conjunction with any contract(s)/work that will be performed. Sales/Marketing Representatives are not authorized to amend or change the terms of sale or other terms and conditions of this agreement.

GENERAL BUSINESS INFORMATION:

Legal/Registered Name of Business: _____ Federal Tax ID/SSN: _____

Name of Production: _____

Address: _____

City: _____ State/Province: _____ Postal Code: _____

Telephone Number: _____ Fax Number: _____

Number of Years at this Location: _____ Please circle one: Leased/Rented/Owned

Previous address if less than two years: _____

Type of Business:

Theatrical: _____ TV: _____ Video: _____ Commercial: _____ Industrial: _____
Education: _____ Non-Profit: _____ Other: _____

Number of year's in business: _____

Business Formation:

Corporation: _____ Partnership: _____ LP/LLP/LLC: _____ Holding Co: _____ Sole Prop: _____

State of Incorporation/Registered: _____

If the Company is a subsidiary, please provide Name and Address of Parent Company:



Ownership Details:

Officer(s)/Owner(s)/Principal(s): At least two individuals must be listed.

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Financial Information:

Has the Company or any of the Owner's/Member's of the applicant company, now or within the last 7 years, filed for bankruptcy? YES: _____ NO: _____

If YES, please provide details: _____

Bank Name: _____ Account Number: _____

Bank Address: _____

Bank Contact: _____ Telephone Number: _____

Production Trade References (Three are required to process application):

Name: _____ Contact Name: _____

Address: _____

Telephone #: _____ Fax #: _____

Name: _____ Contact Name: _____

Address: _____

Telephone #: _____ Fax #: _____

Name: _____ Contact Name: _____

Address: _____

Telephone #: _____ Fax #: _____

THE CREDIT APPLICANT(S) UNDERSTANDS(S) AND AGREES TO THE FOLLOWING TERMS & CONDITIONS:

- Terms of sale are net 30 days on approved accounts.
- A cash deposit or credit card authorization may be requested on incoming work if credit terms are not approved. When a credit card is given as security for obtaining a line of credit with EFILM, customer agrees that the credit card *will be* used in the event that the account becomes overdue. A courtesy call will be made to the client informing them that EFLIM will be charging all past due balances to the credit card.
- All disputes on billing must be reported within 14 days of receipt of invoice.
- Interest will be charged on all past due accounts at the rate of 1.5% per month (18% per annum). Any on account payments or unapplied cash/credit notes will be used first to offset interest on the account and then will be applied to the oldest invoice(s).
- Copies of lost or misplaced invoices may be subject to a \$15.00 replacement fee.
- NSF checks are subject to a \$40.00 administrative fee.
- Failure to comply with these terms and conditions will result in cancellation of credit privileges without further notice.

- Applicant agrees to bear all reasonable costs incurred in collecting any unpaid amounts including but not limiting to collection agencies, legal fees and court costs.
- Applicant understands and agrees that EFILM has a lien on all elements in it's possession until all outstanding amounts are paid in full and no other claim will affect our rights in this regard.
- Applicant understands and agrees to the standard terms and conditions as attached or as included on EFILM.COM.
- *Storage charges, if applicable, will be invoiced yearly in advance for any elements required held under an Access Letter, Pledge Holder Agreement or in the event that a client wants to store their elements long term with EFILM, DELUXE, or its outside storage facility.*

THE INFORMATION GIVEN IN THIS APPLICATION / AGREEMENT IS WARRANTED TO BE TRUE AND CORRECT AND GIVEN FOR THE PURPOSE OF OBTAINING CREDIT FROM EFILM, LLC.

THE APPLICANT CONSENTS TO THE OBTAINING OF CREDIT AND/OR PERSONAL INFORMATION AS MAY BE REQUIRED IN CONNECTION WITH THE CREDIT LINE, INCLUDING BUT NOT LIMITED TO, THE DISCLOSURE OF ANY TRADE INFORMATION CONCERNING THE APPLICANT TO CREDIT REPORTING AGENCIES OR TO ANY PERSON WITH WHOM THE APPLICANT HAS OR IS PERCEIVED TO HAVE FINANCIAL RELATIONS.

WE UNDERSTAND THAT EFILM, LLC WILL MAKE EVERY REASONABLE EFFORT TO AVOID LOSS OR DAMAGE TO OUR MATERIALS, BUT THEIR LIABILITY IS LIMITED TO THE REPLACEMENT COST OF THE RAW STOCK.

PLACING OUR MATERIAL WITH EFILM, LLC ACKNOWLEDGED OUR UNDERSTANDING AND AGREEMENT WITH THE PREVAILING WORKING PRINCIPLES OF MOST PROFESSIONAL LABORATORIES: THAT EFILM, LLC HAS THE RIGHT TO WITHHOLD OUR MATERIAL UNTIL OUR ACCOUNT IS PAID IN FULL. IF APPLICABLE, ACCESS LETTERS WILL ONLY BE SIGNED AND EXECUTED ONCE THE ACCOUNT IS PAID IN FULL AND IN GOOD STANDING. A DEPOSIT MAY BE REQUIRED UPON SIGNING PLEDGEHOLDER AGREEMENTS.

ANY CREDIT EXTENDED BASED ON THE CREDIT APPLICATION/AGREEMENT TO OTHER EFILM, LLC AFFILIATES ARE SUBJECT TO THOSE COMPANIES TERMS AND CONDITIONS.

EFILM, LLC STANDARD TERMS AND CONDITIONS WILL SUPERSEDE ANY AND ALL OTHER CONTRACTS AND/OR DOCUMENTS UNLESS EXPRESSLY AGREED TO IN WRITING BY EFILM, LLC OR DELUXE LABORATORIES INC.

WE, SEPARATELY OR SEVERALLY, CORPORATELY OR INDIVIDUALLY AS A DULY AUTHORIZED AGENT, AGREE TO THE TERMS AND CONDITIONS AS SET FORTH BY THIS AGREEMENT.

Signature: _____

Print Name: _____ Title: _____

Signature: _____

Print Name: _____ Title: _____

**Please fax credit applications to:
 Diana Cowans, Credit & Collection Representative
 Fax Number: 323-960-7066
 Phone: 323-960-7054**