



Member of the Motion Picture
Television Credit Association

Credit Application Package

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Member of the Motion Picture
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Dear Prospective Client,

Thank you for your interest in establishing an account with ADS.

As is customary, we will need some financial information in order to process your application for credit.

Please complete and return the contents of this package, so we may begin to process your account. This information is held confidential.

If you have any further questions, please feel free to contact me.

Sincerely,

Tina Welding
Manager / Credit Department
Advanced Digital Services, Inc.
tina.welding@adshollywood.com

Credit Application

Company name:		Contact:	
Street Address:			
City:		State:	Zip:
Phone:	Fax:	E-mail:	
Individual ___ Partnership ___ Corporation ___ Gov't ___		Date Incorporated:	EIN:
Owner/Officer:		Social Security #:	
Owner/Officer:		Social Security #:	
Accounts Payable Contact:		A/P Phone:	
Purchases are: Exempt ___ Non-Profit ___ Taxable ___ Resale ___		California Resale #:	**Signed card must be on file

Trade References (Provide three industry related credit references - no utility, trucking or credit card companies, please)

Company name:		Contact:	
Address:			
City:		State:	Zip:
Phone:	Fax:	E-mail:	
Company name:		Contact:	
Address:			
City:		State:	Zip:
Phone:	Fax:	E-mail:	
Company name:		Contact:	
Address:			
City:		State:	Zip:
Phone:	Fax:	E-mail:	

Account Set-Up Information

Billing Address:			Invoice Attn:	
City:	State:	Zip:	Phone:	Fax:
Persons Authorized to place orders:			Is a purchase order required? YES ___ NO ___	
1) Name:			Phone:	Fax:
2) Name:			Phone:	Fax:
3) Name:			Phone:	Fax:

I hereby authorize ADS to obtain the credit information, financial data and documents necessary to process this application and to ascertain my credit worthiness. ADS holds all information in strictest confidence. I understand all invoices are net 30 days and overdue balances may be placed in collections with a 1.5% service fee per month. I further attest that I have read and understand the Terms & Conditions (attached), which govern all transactions.

Print Name:	Title
..... <small>(must be principal or officer)</small>	

Signature:	Date:
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Terms and Conditions

All orders accepted are subject to the following terms and conditions and governed by the laws of the state of California. Any action will be brought exclusively in the appropriate court of the state of California, County of Los Angeles.

Prices: Prices for all products and services shall be at Advanced Digital Services' (ADS) scheduled rate card prices in effect on the day the order is taken. All prices are F.O.B. ADS, Hollywood, California, and are subject to change without notice.

Terms of Payment: Payment for all services performed and Invoiced to customers for whom credit has been established is due per specific terms or net 30 days from the date of invoice ("due date"). Customer agrees to pay interest from the due date at 18% per annum or the highest rate permitted by law on all amounts due and not received by ADS by the due date. Customer further agrees to pay all collections costs and expenses, including without limitation, attorney fees, and disbursements.

Claims for Adjustments: All claims for billing adjustments must be presented to Advanced Digital Services, Inc. (ADS) in writing within 10 days from the invoice date. All products or materials judged defective by the customer must be returned to ADS at the customer's sole expense within (30) thirty days from the date shipped for evaluation by ADS personnel. If the product or material needs to be replaced because of work performed by ADS the replacement will be made free of charge.

Purchase Orders: All materials provided to ADS are to be accompanied by a purchase order describing the products and services requested. Order of completion of orders is strictly at the discretion of ADS and is subject to ADS' obligations to other customers and production capacity.

Shipping and Delivery: Shipping and delivery times are approximate. ADS shall not be liable to any customer or any other party for any losses, damages, or liability for delay in delivery of materials, for any reason, within or beyond ADS' control.

Limitation of Liability and Warranty: Customer's materials that are to be transported, received, processed, used, and stored by ADS solely at the customer's risk. ADS shall not be liable for any lost profits, other damages caused by loss, damage, or destruction of any materials belonging to the customer or any other party while in transit or in the possession of ADS. However, if such loss, damage, or destruction occurs while material are in the possession of ADS (but not in transit) and if such loss, damage, or destruction is caused solely by the negligence of ADS. ADS' liability shall be limited to replacement of a similar quality and quantity of unexposed raw stock or blank tape in the quantity lost, damaged, or destroyed.

Indemnification: The customer shall indemnify and hold ADS harmless for all suits, demands, claims and other liabilities and expenses (including without limitation, attorney's fees and disbursements) arising from the production, distribution, or exhibition of any materials in connection with which ADS shall have furnished any goods and/or services.

By signing below the undersigned Applicant acknowledges and agrees that, except as expressly agreed in writing, the Terms and Conditions of sale set forth on the Credit Application shall apply to all transactions between Advanced Digital Services, Inc and the applicant.

Signature: _____
(Must be principal or officer)

Title: _____

Date: _____



Authorization to Release Information

Advanced Digital Services, Inc. hereby authorizes **The Motion Picture Television Credit Association** (a credit reporting agency) to obtain on its behalf all necessary information from the trade references and banking institutions noted on the attached credit application for the sole purpose of initiating credit.

The said persons, banks and/or companies are hereby authorized and directed to release such information to **Advanced Digital Services, Inc.** and/or its agency upon request.

In the event you receive this by way of a facsimile or photocopy, please regard it as the original, and process accordingly.

Tina Welding

Manager/ADS Credit Department

tina.welding@adshollywood.com

Name: _____ (Print) Title: _____

Signature: _____ Date: _____

Bank Release

Name of Bank: _____

Address: _____

Bank Contact: _____

Phone: _____

Fax: _____

Customer: _____

Account Number(s):

Checking: _____

Savings: _____

I hereby authorize the above-named bank to release any relevant information for the purpose of obtaining credit with ADS.

Print name: _____

Title: _____

Authorized Signature: _____

Date: _____

California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____

2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from _____ of the item(s) I have listed in paragraph 5 below. [Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE



PRINTED NAME OF PERSON SIGNING

TITLE

ADDRESS OF PURCHASER

TELEPHONE NUMBER

()

DATE

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number								
or								
Employer identification number								

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

CREDIT CARD AUTHORIZATION

ONE TIME USE ONLY

KEEP ON FILE FOR FUTURE USE

ADS WO #: _____





ADS Acct #: _____ **Job Title:** _____

Contact Name: _____ **Phone:** _____

Credit Card#: _____ **Expiration Date:** _____

Security Code #: _____ (on back of card).

Please **print** the required information below:

-  _____
Card Holder
-  _____
Card Billing Address
-  _____
City, State, Zip Code
-  _____
Telephone
- _____ **Email**

I/We hereby authorize Advanced Digital Services, Inc. to charge on the credit card identified above in the amount of \$ _____, or not to exceed the amount \$ _____.

Signature of Card Holder

Date

Include a copy of the credit card (front & back) and driver's license with the completed form.

Please return the completed form via fax to 323.962.7923 / Attn: Tina Welding

or via email to tina.welding@adshollywood.com.

FOR OFFICE USE ONLY: CREDIT CARD PROCESSED BY: _____ DATE: _____
