



PO Box 770429
Orlando, FL 32877-0429

800.226.3100
407.852.4552 (fax)

APPLICATION FOR CREDIT

This application must be fully completed, signed, and returned to **LMG Accounting** at PO Box 770429, Orlando, FL 32877-0429 or faxed to (407) 852-4552 for credit processing.

Company/Firm Name _____

Location Address _____ Suite _____

City _____ State _____ Zip _____

Mailing Address _____ Suite _____

City _____ State _____ Zip _____

Telephone _____ Fax _____ Cell _____

Type of Entity: Corporation _____ Partnership _____ Sole Proprietorship _____ State of Organization _____ # of Employees _____

Date Organized _____ Type/Nature of Business _____

Federal ID# _____ or Social Security# _____ Dun & Bradstreet# _____

COMPANY PRINCIPALS - OFFICERS, PARTNERS, OR OWNERS

Name _____ Title _____ SS# _____

Home Address _____ Home Telephone _____

City _____ State _____ Zip _____

Name _____ Title _____ SS# _____

Home Address _____ Home Telephone _____

City _____ State _____ Zip _____

Name _____ Title _____ SS# _____

Home Address _____ Home Telephone _____

City _____ State _____ Zip _____

Estimated credit/purchase request \$__ Does your company require the use of Purchase Orders? Yes ___ No ___

Person(s) authorized to purchase _____

Person(s) responsible for payment _____

- Are you exempt from Arizona Sales and Use Tax? Yes ___ No ___
- Are you exempt from California Sales and Use Tax? Yes ___ No ___
- Are you exempt from Florida Sales and Use Tax? Yes ___ No ___
- Are you exempt from Georgia Sales and Use Tax? Yes ___ No ___
- Are you exempt from Nevada Sales and Use Tax? Yes ___ No ___

If you are exempt from any of these states, we are required by state law for **EACH STATE** to obtain from you a valid certificate of exemption from sales and use tax. The exemption certificate(s) **MUST** be fully completed and returned to us **BEFORE** we can exempt any sale to you from the tax. **YOUR FEDERAL IDENTIFICATION NUMBER OR A RESALE CERTIFICATE FROM ANY OTHER STATE IS NOT ACCEPTABLE; ONLY A CERTIFICATE FROM EACH STATE CAN BE ACCEPTED AS VALID FOR THAT STATE!**

BANKING REFERENCE

Bank Name _____ Contact _____
Mailing Address _____ Suite _____
City _____ State _____ Zip _____
Telephone _____ Fax _____ Account # _____

TRADE REFERENCES

Company _____ Contact _____
Mailing Address _____ Suite _____
City _____ State _____ Zip _____
Telephone _____ Fax _____ Account # _____

Company _____ Contact _____
Mailing Address _____ Suite _____
City _____ State _____ Zip _____
Telephone _____ Fax _____ Account # _____

Company _____ Contact _____
Mailing Address _____ Suite _____
City _____ State _____ Zip _____
Telephone _____ Fax _____ Account # _____

AUTHORIZATIONS

I _____, as the _____
of _____ do hereby authorize you and/or your company/bank to release to LMG, Inc. any credit information which they may request in order to process an application for credit submitted by me or this company to them. I further release you and/or your company/bank from any liability associated with information which you may transmit to LMG, Inc., which is relevant to their requests for such information. I do hereby further agree to all the terms and conditions of LMG, Inc. as listed on the reverse side. I understand and agree that all delinquent accounts are subject to loss of any trade discounts and to a monthly service charge of 1.5% per month (18% per annum), or the maximum rate allowed by law. In the event of enforced collection, I hereby agree to pay all costs incurred by LMG, Inc. including, but not limited to, reasonable attorney's fees, court costs, and collection agency fees. Returned checks for payment of invoices will be assessed a charge of \$25.00, 5% of the face value of the check, or the maximum rate allowed by law, whichever is greater.

X _____
Officer, Partner, Owner, or Authorized Agent/Representative

TERMS AND CONDITIONS

These terms and conditions shall be applicable to any and all sales and/or rentals transacted between LMG, Inc., hereinafter referred to as "LMG", and its customers and/or clients, hereinafter referred to as "Client", unless specifically altered by LMG in writing.

1) TERMS OF PAYMENT: Client agrees to pay to LMG all amounts due and owing according to the payment terms for each invoice presented by LMG. All invoices due dates shall be calculated as the invoice date plus the number of days allowed for payment by LMG to the Client. Additionally, all past due invoices shall be subject to a finance charge of 1.5% per month (18% per annum) or the maximum rate allowed by law.

02) INVOICE DUE DATE: The due date of all invoices will be determined by the terms of the invoice, calculated from invoice date.

03) DISHONORED CHECKS: Checks remitted for payment that is subsequently dishonored by the issuing bank will be assessed a returned check charge of \$25.00, 5% of the face value of the check, or the maximum amount allowed by Florida law, whichever is greater.

04) COLLECTION COSTS: Any costs incurred as a result of LMG's enforcement of the terms of this agreement or the collection of any amounts due and owing to LMG, shall be the responsibility of the Client. These costs may include, but are not limited to, court costs, reasonable attorney's fees, and collection agency fees.

05) TRADE DISCOUNTS: LMG may from time to time provide a trade discount. Such discounts are intended to reflect an ongoing relationship between LMG and the Client. Such discounts are given with the implicit understanding that invoices will be paid by the due date of the invoice. Invoices not paid by the due date will be subject to loss of trade discounts.

06) PRICES: LMG's prices shall be reflected in the estimates or quotes, if one is provided (subject to changes in prices and reimbursement of actual costs). If no service price is agreed to by the parties in advance, the price payable by the Client shall be LMG's standard rate charged. All applicable sales and other taxes shall be the Client's responsibility.

07) SHIPMENT OF MATERIALS: Materials will be shipped via the method deemed by LMG to be most practical. Clients desiring a particular method of shipping, or insurance on a shipment, must make such requests, in advance, in writing.

08) CANCELLATION: Any cancellation of LMG's service or performance hereunder is subject to a cancellation charge. All cancellations shall be in writing and shall not be effective until received by LMG. A cancellation charge of 25% of equipment and labor is applicable when a confirmation is cancelled with less than 30-days notice. Less than 7-days notice, a cancellation fee of 50% of equipment and labor will be incurred. Larger events may be subject to additional charges. A fee of 100% is applicable to cancellations with less than 48 hours notice. LMG shall be entitled to receive full payment of all amounts estimated to be due if cancellation is or cannot be made in accordance with the terms herein. Additionally, the Client will reimburse, in full, any direct costs to LMG. Such costs may include, but are not limited to, shipping costs, airfare, local transportation, and lodging.

09) INSURANCE: All Clients are required to provide LMG with a completed certificate of insurance, from the client's insurance company, naming LMG as an additional named loss payee. LMG maintains the right to approve or disapprove of the Client's insurance company. The amount of such coverage, at replacement cost, shall not be less than the amount necessary to replace any and all items as listed on the quote, rental contract, or invoice, as well as any claim by the Client. Further, any such certificate shall provide liability coverage in an amount of not less than \$1,000,000.00. LMG will not insure any Client materials while in the possession of LMG or while in transit to and/or from LMG, unless specified in a separate agreement. All such client materials delivered to LMG are accepted with the express understanding and condition that the Client will carry the insurance they deem necessary to protect against all loss or damage from any cause whatsoever, including negligence, whether suffered while in LMG's possession or control, or otherwise. The Client further waives all rights of subrogation, and the Client agrees that such insurance does not, and will not, give the insurer any recourse or rights of subrogation against LMG.

In the event of any claim being made by client against LMG, LMG may voluntarily, without admission of liability or responsibility, reimburse the Client for the cost of LMG's services or the material damaged or destroyed, in which event LMG shall have no further liability. In no event shall LMG be liable for production costs or for any consequential damages. Any claim for such reimbursement must be made by written notice to LMG within thirty (30) days after delivery of such property to Client or its designee or notice of its loss or damage, whichever is sooner. All property delivered to LMG may be moved or kept at such place or places as LMG may deem desirable, and there is no promise or representation, expressed or implied, that such property delivered for any purpose will be retained or kept at LMG's premises or at any other designated place.

10) INDEMNIFICATION: The Client represents and warrants that the work to be performed by LMG does not in any way defame, violate, or infringe any copyright, civil right or privacy, or any right of any description of any person or entity whatsoever, or constitute "obscenity" under the laws of the United States of America, or any state of the United States. The Client also represents and warrants that neither the Client's nor LMG's undertakings are in derogation of any agreement, contract or other document entered into by the Client or to which Client is a party. The Client shall defend, indemnify, and hold harmless LMG, its directors, officers, shareholders, employees, and agents from any and all claims, damages, actions, suits, demands, judgments, liability, and costs and expenses of any nature whatsoever (including attorneys fees and court costs, at trial and appellate levels) incurred as a result of production, editing, distribution, or exhibition of any kind on behalf of Client. LMG, or any individual or entity indemnified herein, shall have the right to retain counsel of its own choosing, at the Client's expense, and Client shall have the right to have its own counsel involved in defense of any of the foregoing.

11) LIMITATION OF WARRANTY AND LIABILITY: LMG shall not be liable for any loss or damage of any kind whatsoever due to delay or failure of performance caused directly or indirectly by an act of God, strike, lockouts and labor disputes of any kind or description, fire, failure of transportation, inability to obtain the services of others, the failure of others to deliver services or facilities, the failure of machinery or equipment, any matter beyond LMG's control, malfeasance or nonfeasance by LMG's employees, agents or contractors, and all other causes whatsoever. Further, LMG shall not be responsible for any direct or indirect damage or loss or any consequential losses of any type of description of the Client, including the necessity of the Client to obtain additional personnel, facilities, expense or efforts as a result of any delay, defective production, or other problem, whether or not the fault of LMG.

The provisions hereof constitute the sole and exclusive responsibility of LMG regarding the matters set forth herein. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE GIVEN BY LMG, ITS EMPLOYEES, AGENTS, OR CONTRACTORS IN CONNECTION WITH THE PERFORMANCE BY LMG OF ITS DUTIES PURSUANT HERETO, AND THE PROVISIONS HEREIN ARE ACCEPTED IN LIEU OF ALL OTHER LIABILITY, WARRANTY OR GUARANTY EXPRESS OR IMPLIED, IN LAW OR IN FACT. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE EXPRESS WRITTEN PROVISIONS HEREOF.

12) REMEDIES CUMULATIVE: All rights and remedies at law or equity, or pursuant to any provision(s) of this agreement between LMG and the Client which LMG may be entitled to, shall be cumulative and not exclusive of one another and may be exercised concurrently or separately.

13) WAIVER: Any waiver, whether express or implied, or the breach of any term, condition, or provision herein shall not be construed to be a continuing waiver or consent of a subsequent breach on the part of the other party hereto.

14) ASSIGNMENT: The Client may not assign its rights or obligations hereunder. LMG's rights and obligations hereunder may be assigned by LMG, and LMG shall have the right to subcontract or assign the performance of any or all of its obligations hereunder. The rights and obligations hereunder shall inure to the benefit of and shall be binding upon the respective heirs, personal representatives, successors, and assigns of the parties hereto.

15) CHOICE OF LAW: This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. In the event of litigation, the place of venue shall be in the county of Orange in the State of Florida.

16) MODIFICATION: This agreement shall not be modified or amended by the parties except by written instrument signed by the parties.

17) PARTIAL INVALIDITY: If any term, provision, convenient, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

18) ENTIRE AGREEMENT: This Agreement contains the entire understanding and agreements between the parties hereto respecting the within subject matter, and there are no representations, agreements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

19) REIMBURSEMENT FOR TAXES: Any taxes LMG may be required to pay in connection with the Client's material or services performed, including sales tax, will be charged to the Client's account, and shall be promptly paid by the client.

20) ACCEPTANCE OF TERMS: Client expressly acknowledges, by receipt of services and/or products delivered by LMG to Client or its designee, to the terms and conditions herein contained.

21) FACSIMILE SIGNATURES: Signatures sent/received via facsimile shall be considered as originals, and as such are valid signatures.

22) EQUIPMENT RESPONSIBILITY: Client fully understands, and accepts, complete responsibility for all equipment leased to client. Such responsibility shall include, but not be limited to, damage, any necessary repairs, replacement of equipment not capable of being repaired to a fully functional status, loss of equipment, loss of income, and all other forms of loss or damage. All equipment accessories, remote controls, cables, knobs, switchers, meters, or cases are included in equipment responsibility.