



BUSINESS CREDIT APPLICATION

www.videovillage.com
REV. 11.1.12

1. Legal Name of Applicant: _____

2. Trade Name (d/b/a) if Applicable: _____ E.I.N.: _____

3. Type of Bus. _____ Years in Business: _____

4. Website: www. _____ General Email: _____

5. Has Applicant Changed its Name or Advertised Under Another Name Within the Past 3 Years? Yes ____ No ____

6. If Yes to 5 Above, Provide Name(s): _____

7. Business Address of Local Branch: _____
Street City State Zip Code

8. Phone #: () _____ Fax #: () _____

9. Has Business Address of Local Branch Changed Within the Past 3 Years? Yes ____ No ____

10. If Yes to 9 Above, Provide Address: _____
Street City State Zip Code

11. Business Address of Headquarters: _____
(If different from above) Street City State Zip Code

12. Phone #: () _____ Fax #: () _____

13. Has Business Address of Headquarters Changed Within the Past 3 Years? Yes ____ No ____

14. If Yes to 13 Above, Provide Address: _____
Street City State Zip Code

15. Type of Entity: Corporation ____ General Partnership ____ Limited Partnership ____
Non-Profit ____ Sole Proprietorship ____ School/College/Univ. ____
LLC ____ Local/State Agency ____ Federal Agency ____
Other ____ If Other, Please Explain: _____

16. State in Which Applicant Organized/Incorporated: _____

17. Name of Accounts Payable (A/P) Contact: _____

18. Phone # of A/P Contact: () _____ Fax # of A/P Contact: () _____

19. Email Address of A/P Contact: _____

PRINCIPAL OFFICERS/MEMBERS/PARTNERS/PROPRIETORS

Attach additional sheet(s) if necessary.

| | |
|----------------|--------------|
| 1. Name: _____ | Title: _____ |
| 2. Name: _____ | Title: _____ |
| 3. Name: _____ | Title: _____ |
| 4. Name: _____ | Title: _____ |
| 5. Name: _____ | Title: _____ |
| 6. Name: _____ | Title: _____ |
| 7. Name: _____ | Title: _____ |

MEDIA/CREDIT REFERENCES

Applicant has open credit account privileges with the following entities:

| | | | | |
|-------------------------|----------------------------|------|-------|----------|
| 1. Company Name: _____ | | | | |
| Business Address: _____ | Street | City | State | Zip Code |
| Contact Name: _____ | Contact Phone #: (_____) | | | |
| Contact Fax #: _____ | Contact Email: _____ | | | |
| 2. Company Name: _____ | | | | |
| Business Address: _____ | Street | City | State | Zip Code |
| Contact Name: _____ | Contact Phone #: (_____) | | | |
| Contact Fax #: _____ | Contact Email: _____ | | | |
| 3. Company Name: _____ | | | | |
| Business Address: _____ | Street | City | State | Zip Code |
| Contact Name: _____ | Contact Phone #: (_____) | | | |
| Contact Fax #: _____ | Contact Email: _____ | | | |
| 4. Company Name: _____ | | | | |
| Business Address: _____ | Street | City | State | Zip Code |
| Contact Name: _____ | Contact Phone #: (_____) | | | |
| Contact Fax #: _____ | Contact Email: _____ | | | |

BANK REFERENCES

| | | | | |
|------------------------|--------|----------------------------|-------|----------|
| 1. Bank Name: _____ | | | | |
| Address of Bank: _____ | | | | |
| | Street | City | State | Zip Code |
| Contact Name: _____ | | Contact Phone #: (_____) | | |
| Account Number: _____ | | | | |
| 2. Bank Name: _____ | | | | |
| Address of Bank: _____ | | | | |
| | Street | City | State | Zip Code |
| Contact Name: _____ | | Contact Phone #: (_____) | | |
| Account Number: _____ | | | | |

PERSONS AUTHORIZED TO SUBMIT ORDERS/REQUESTS

Attach additional sheet(s) if necessary.

| | |
|---------------------|--------------|
| 1. Name: _____ | Title: _____ |
| Company Name: _____ | |
| Telephone #: _____ | Email: _____ |
| 2. Name: _____ | Title: _____ |
| Company Name: _____ | |
| Telephone #: _____ | Email: _____ |
| 3. Name: _____ | Title: _____ |
| Company Name: _____ | |
| Telephone #: _____ | Email: _____ |
| 4. Name: _____ | Title: _____ |
| Company Name: _____ | |
| Telephone #: _____ | Email: _____ |
| 5. Name: _____ | Title: _____ |
| Company Name: _____ | |
| Telephone #: _____ | Email: _____ |

TERMS AND CONDITIONS

Applicant hereby certifies that all information herein provided is true, complete and correct, and agrees that any credit extended hereunder shall be extended solely in accordance with the terms and conditions set forth in this application. Applicant hereby acknowledges that in purchasing air time there is a two week cancellation clause in that a two week written notice must be given before ads can be taken off the air prior to contract completion. Proof of such notice must be received by applicant. Applicant hereby accepts the terms and conditions stated herein and agrees to be bound by such terms and conditions. Applicant hereby acknowledges and agrees that Video Village, LLC will rely on the information herein provided and that it shall promptly, without request, update such information as and when necessary to maintain the accuracy and completeness of such information.

Applicant hereby grants to Video Village, LLC and the employees, agents and representatives of Video Village, LLC the right to use the information herein provided to determine the creditworthiness of Applicant, and to take such action as it deems necessary to make such determination including, but not limited to, obtaining independent credit reports from outside credit reporting services and to contact, and obtain information about Applicant from, the banks and other companies herein listed. Applicant hereby authorizes such listed banks and other companies to release to Video Village, LLC information that may be used by Video Village, LLC to determine the creditworthiness of Applicant. Applicant hereby authorizes this business credit application to be shown and delivered to such parties, with a copy of this business credit application to be valid as the original.

Applicant acknowledges and agrees that if credit is extended to it by Video Village, LLC, it shall pay any and all amounts due Video Village, LLC, within thirty (30) days of the date of each respective invoice provided by Video Village, LLC to Applicant and, if any such amount is not paid by Applicant on or before the due date therefor, such payments shall be deemed delinquent. Applicant further acknowledges and agrees that delinquent accounts shall be subject to finance charges of **\$35 per month, or one and one-half percent (1 ½%) per month, or eighteen percent (18%) per year, whichever is greater.** Applicant shall be liable for all costs of collection of delinquent payments due Video Village, LLC., including reasonable attorneys' fees (whether or not suit is brought), out-of-pocket expenses, court costs, and collection fees up to 50% above the total owed, charged by a collection agency used by Video Village LLC for purposes of collecting any such delinquent amounts. The total finance rate charged Applicant shall not exceed the highest rate permitted by law as such rate is calculated in the subject jurisdiction.

Applicant hereby acknowledges and agrees that all decisions with respect to the extension or continuation of credit shall be at the sole discretion of Video Village, LLC, and Video Village LLC hereby expressly reserves the right to terminate any credit extended to Applicant at its sole discretion. Video Village, LLC shall have the exclusive right to determine how, when, and what application of payments and credits, if any, shall be made on the above-mentioned obligations, or any part of them.

Applicant hereby agrees to release, indemnify, defend and hold Video Village LLC harmless from any and all liability for losses, claims, injuries, liabilities and damages of whatever nature whatsoever, whether known or unknown, which may at any time arise or accrue to Applicant and/or its parents, subsidiaries, affiliates, successors, assigns, officers, directors, employees, agents, representatives, and/or other persons or entities claiming by or through Applicant, on account of or relating to Applicant's provision of the information herein contained and/or Video Village LLC's reliance on such information and/or other information gathered pursuant hereto. The laws of the State of Pennsylvania, without respect to its conflicts of law provisions, shall govern all agreements entered into between Applicant and Video Village, LLC, including any dispute hereunder or thereunder. Applicant hereby irrevocably submits to the jurisdiction and venue of the state and federal courts sitting in Montgomery County, PA, and expressly waives any objection it may have with respect to the jurisdiction of such courts or the inconvenience of such forum or venue.

THE INDIVIDUAL EXECUTING THIS AGREEMENT BELOW ON BEHALF OF APPLICANT HEREBY CERTIFIES THAT HE/SHE IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF APPLICANT AND TO LEGALLY BIND APPLICANT, AND FURTHER CERTIFIES THAT APPLICANT IS SEEKING CREDIT SOLELY FOR BUSINESS AND COMMERCIAL PURPOSES.

Legal Name of Applicant

By: _____

Printed Name: _____

Title: _____

Date: _____

GUARANTY

In consideration of Video Village, LLC hereafter extending credit at any time and to any extent to Applicant, or to anyone at the request or for the benefit of Applicant, for the account of or on behalf of Applicant, the Undersigned personally jointly and severally unconditionally guarantee the full and prompt performance by Applicant of all obligations that Applicant currently or hereafter may have to Video Village, LLC, and payment when due of all sums currently or hereafter owing by Applicant to Video Village, LLC. This shall be an unlimited continuing Guaranty, and irrespective of the lack of any notice to or consent of the Undersigned, their obligations shall not be impaired in any manner whatsoever by any (a) new agreements or obligations of Applicant with or to Video Village, LLC, amendments, extensions, modifications, renewals or waivers of default as to any existing or future agreements or obligations of Applicant or third parties with or to Video Village, LLC, or extensions of credit by Video Village, LLC to Applicant; (b) adjustments, compromises, or releases of any obligations of Applicant, the Undersigned, or other parties; (c) extensions or other relief granted to Applicant pursuant to any statute currently in force or hereafter enacted; or (d) interruptions in the business relations between Applicant and Video Village, LLC. The Undersigned agrees that the liability of the Undersigned is direct and unconditional and may be enforced without requiring Video Village, LLC to resort to any other right, remedy or security. Notice of Video Village, LLC's acceptance hereof, of default and nonpayment by Applicant or any other parties, of presentment, protest and demand, and of all other matters of which the Undersigned otherwise might be entitled, is waived. The Undersigned expressly and knowingly waives presentment and protest of any instrument and all suretyship defenses.

This Guaranty is made without any limitation as to duration or amount, and the Undersigned agree that they shall continue to act on the basis thereof to any extent until such time as Video Village, LLC shall receive from the Undersigned written notice of his/her withdrawal, which written notice must be provided by certified mail to the address set forth above. The Undersigned's notice of withdrawal shall not, however, in any way affect either his or her liability theretofore incurred, whether then due and payable or thereafter to become due and payable, and not fully paid at the time of the receipt by Video Village, LLC of such notice, or the continuing liability of such of the others of the Undersigned as have not given such notice. In addition to other amounts payable under this Guaranty, the Undersigned shall, on demand, reimburse Video Village, LLC for all costs, attorneys' fees, and other expenses that Video Village, LLC expends or incurs in the collection from Applicant of any obligation guaranteed under this instrument or in the enforcement of this Guaranty against the Undersigned. Video Village, LLC shall have the exclusive right to determine how, when, and what application of payments and credits, if any, shall be made on the above-mentioned obligations, or any part of them.

If for any reason the Applicant has no legal existence or is under no legal obligation to discharge the obligations undertaken or purported to be undertaken by it on its behalf, or if any of the amounts included in the obligations are not or shall not be recoverable from the Applicant by operation of any bankruptcy law or other law or for any other reason, this Guaranty shall nevertheless be binding upon the Undersigned to the same extent as if the Undersigned at all times prior to demand by Video Village, LLC for payment hereunder had been, and at the time of such demand was, the principle debtor on all such obligations. The laws of the State of Pennsylvania, without respect to its conflicts of law provisions, shall govern this Montgomery County, PA, and expressly waives any objection it may have with respect to the jurisdiction of such courts or the inconvenience of such forum or venue.

WITNESS

/s/ _____

/S/ _____
(Signature of Guarantor / Printed Name of Guarantor)

Address of Guarantor

S.S.N. of Guarantor

/s/ _____

/S/ _____
(Signature of Guarantor / Printed Name of Guarantor)

Address of Guarantor

S.S.N. of Guarantor