

VOX-CAM ASSOCIATES

813 SILVER SPRING AVE
SILVER SPRING MD 20910-4616

Ph: 301-589-5377 Fax: 301-589-8013 www.voxcam.com

CREDIT APPLICATION

*Please sign where indicated and return originals to
Voxcam Associates.*

For the purpose of obtaining from Vox-Cam Associates Ltd., and/or its subsidiary and affiliated entities, any service or materials on credit, or other extension of credit or other financial accommodation, the following information can be relied upon as complete, accurate and truthful, to the best of my/our knowledge.

Firm Name: _____ **Date Business Started:** _____

Address: _____ **Date Incorporated:** _____

_____ **Phone #:** _____

_____ **Fax#:** _____

Dun & Bradstreet # (9 Digits) _____ Proprietorship Partnership Corporation

E-Mail Address _____

PROPRIETORS, PARTNERS, AND OFFICERS:

Name: _____ **Title** _____

Address _____ **City** _____ **State** _____ **Zip** _____

Home Phone _____ **SS#** _____

Name: _____ **Title** _____

Address _____ **City** _____ **State** _____ **Zip** _____

Home Phone _____ **SS#** _____

AFFILIATED ENTITIES AND ACCOUNTANT:

Name: _____ **Accountant:** _____

Address: _____ **Address:** _____

_____ _____

_____ _____

BANK REFERENCES:

Branch Name: _____ **Contact Name** _____

Address _____ **Phone** _____

Address _____

City _____ **State** _____ **Zip** _____

Checking Account# _____ **Saving Account#** _____

TRADE REFERENCES:

Name: _____ Contact _____

Address _____

Address _____ City _____ State _____ Zip _____

Phone _____ Fax _____

Name: _____ Contact _____

Address _____

Address _____ City _____ State _____ Zip _____

Phone _____ Fax _____

Name: _____ Contact _____

Address _____

Address _____ City _____ State _____ Zip _____

Phone _____ Fax _____

The undersigned has read, understands and agrees to be bound by the terms of Vox-Cam Associates, Ltd. The undersigned acknowledges that there are no Warranties, express or implied, except as set forth by the terms of Vox-Cam Associates, Ltd.

Name _____

Title _____

Signature _____

Date _____

PERSONAL GUARANTY

In consideration of the extension of credit by Vox-Cam Associates Ltd. herein to Client herein, the undersigned do/does jointly and severally personally guaranty to pay and be responsible for payment of all sums, balances and accounts due Vox-Cam Associates Ltd. by Client, including collection charges and/or attorneys' fees. This shall be an open and continuing guarantee and shall continue in force notwithstanding any change in the form of such indebtedness or renewals or extensions granted by Vox-Cam Associates Ltd. without obtaining any consent thereto, and until expressly revoked by written notice from me/us to Vox-Cam Associates Ltd. any such revocation shall not in any manner affect my/our liability as to any indebtedness existing prior thereto. I/we hereby waive notice of the acceptance of this agreement, notice of default or non-payment and waive action required by any statute, against Client. No delay on Vox-Cam Associates Ltd.'s part in exercising any right hereunder, or taking any action to collect or enforce payment of any obligation hereby guaranteed, either as against the Client or any other party primarily or secondarily liable with the Client, shall operate as a waiver of any such right or in any manner prejudiced Vox-Cam Associates Ltd. rights against me/us. I/we agree that in the event of any default at any time by said Client, Vox-Cam Associates Ltd. shall be entitled to look to me/us immediately for full payment without prior demand or notice.

Signature _____ Date _____ Signature _____ Date _____

Vox-Cam Associates, Ltd.
Terms and Conditions

- 1 It is agreed that the lessee will test the Vox-Cam Associates, Ltd. (hereafter referred to as Vox-Cam) equipment rented within 4 hours from the contract start date and time and prior to utilizing the same for any purpose and in the event the same is not in good working order, lessee and/or purchaser agrees to forthwith return the said equipment for replacement or repair. Upon failure to return said equipment then it is agreed that thereafter all defects discovered or resulting during the use of the said equipment while in the possession, custody or under control of the lessee and/or purchaser, are the sole responsibility of the lessee and/or purchaser who assumes the sole and exclusive liability for the consequences resulting from the use of said equipment in addition, liability for the damaged equipment purchased, the parties agree that the seller makes no warranties with respect to the same neither express or implied. In the case of rented equipment, the lessee exclusively assumes all responsibility for injuries to persons or property including, but not limited to, filmed sequences and all costs incurred in obtaining same, resulting from or attributable to said equipment without limitation or restriction and whether resulting from or arising out of negligence or breach of warranty on the part of the owner. Lessee agrees that it will not sublet said equipment without the written consent of Vox-Cam. This paragraph shall be applicable to all future rentals by lessee from Vox-Cam whether signed or not. Lessee agrees that the terms of this paragraph shall always be in effect in lessee's dealings with Vox-Cam.
- 2 The lessee shall, at his own cost and expense, during the same term of rental, keep and maintain, in his own custody, at the aforesaid address, the said equipment in good condition and repair reasonable wear and tear acceptable, and shall at the termination of the rental replace such of the said equipment as may be lost, stolen, or missing or broken or damaged, otherwise then by reasonable wear and tear by others of a similar nature or equal value or shall pay to the owner compensation on account of any of the said articles which may be lost, stolen, or missing, or broken, or damaged.
- 3 The lessee further agrees that the leased property described herein will not be taken from the ground in any airplane or any machine used for air travel either lighter or heavier than air, without written consent first obtained from Vox-Cam.
- 4 The said equipment herein shall be delivered and returned by the lessee at his own risk, cost, and expense. Rental of all said equipment taken out must be paid for the period of time until it is returned to Vox-Cam. No allowance will be made for the reason that any part of it was not used.
- 5 The lessee agrees to obtain insurance on the equipment in an amount to cover Vox-Cam for damage to equipment and injuries to person(s) and property from lessee's use of equipment during the time said equipment is away from Vox-Cam premises. The lessee shall assume full responsibility for the rental equipment and the lessee will compensate Vox-Cam for the full replacement value of the rental property should said property be damaged, lost or stolen regardless as to whether the lessee is at fault. The lessee further agrees to hold harmless and indemnify Vox-Cam for any and all injuries or death or for any cause of action brought against Vox-Cam for any reason whatsoever arising out of the lessee's use of Vox-Cam equipment. The lessee further agrees to compensate Vox-Cam in rent for any time lost as a result of replacement or the necessity for making repairs on the equipment lost, stolen, missing, broken or damaged otherwise than as the result of the reasonable wear and tear.
- 6 The lessee shall at his own cost and expense, but for the benefit of Vox-Cam immediately insure the said equipment for the full value against loss or damage by any cause whatsoever, including acts of God, or civil disturbances, in a qualified, reputable insurance company and shall deliver the said insurance policy to Vox-Cam together with a receipt for the premiums hereunder. If Vox-Cam, by reason of such insurance against loss by any cause whatsoever, including acts of God, and civil disturbances, shall receive any sum or sums of money, such amount may be retained and applied by Vox-Cam towards the repair or replacement of the said equipment, or Vox-Cam may remove the damaged equipment, and in lieu thereof, substitute new equipment of a like kind and quality, and any such equipment whether repaired or substituted, shall be subject to all the terms, provisions and conditions herein.
- 7 It shall be lawful for Vox-Cam or its agent's at all reasonable times to enter the premises upon which said equipment is kept for the purpose of viewing the state, custody, and condition of said equipment. In the event that the said equipment is not disassembled by the lessee at the expiration of the lease term, Vox-Cam shall have absolute right to charge for any and all expenses to disassemble and/or retrieve the said equipment. The lessee shall be responsible for any and all costs and expenses, including labor incurred by Vox-Cam.
- 8 If the lessee shall default on any of the terms, covenants, and conditions herein, or in punctually making any of the payments aforesaid, or if any execution or other writ or process shall be issued in any action or proceeding against the lessee, whereby Vox-Cam shall have the absolute right to enter the premises where the said equipment is located for the purpose of disassembling and/or retrieving the said equipment or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the lessee or his property, or if the lessee shall enter into any arrangement for compensation with his creditors, or in the event that any judgment is obtained against the lessee, then and in any such event, Vox-Cam shall have the option to retake immediate possession of said equipment and, for such purpose, Vox-Cam, its agents or employees, may enter upon any premises where said equipment may be, and may remove the same there from, with or without force, and with or without notice or intention to retake the same, without being liable to any suit or action or other proceeding by the lessee.
- 9 Upon Vox-Cam retaking possession of the said equipment pursuant to the provisions of the preceding article hereof, this agreement shall thenceforth terminate, without prejudice to any/or claim for arrears of rent, if any, or on account of any preceding breach or breaches of this agreement, or the loss of rental for the balance of the unexpired term herein, or for any other claim that Vox-Cam may have against the lessee.
- 10 An Annual interest rate of 18% will be applied to all past due invoices. Interest will accrue on a monthly basis.
- 11 The lessee agrees not to remove or cover the tag or name plate on the equipment showing ownership in Vox-Cam.
- 12 The lessee does hereby grant to Vox-Cam an option to terminate this agreement on 24 hours written notice by registered mail or personal service. On the occurrence of said event, the lessee shall immediately return to Vox-Cam at the lessee's risk and expense, the equipment in the same condition as when first rented, Vox-Cam shall, thereupon, upon said receipt, refund unexpired option of the rental.
- 13 The lessee agrees to pay all reasonable attorney's fees and costs incurred by Vox-Cam in protecting its rights or property under this agreement, or in suing the lessee for a breach of this agreement.
- 14 The acceptance of the return of the rented equipment is not a waiver by Vox-Cam of any claims that it may have against the lessee, nor a waiver of claims for latent or patent damage to said equipment.
- 15 This agreement contains the entire understanding between the parties, including representations, and may not be modified, except by another agreement in writing, signed by both parties to this agreement.
- 16 No terms, representations or warranty, express or implied, not herein set forth in writing shall bind Vox-Cam.
- 17 The lessee states that he is over 21 years of age.
- 18 All orders cancelled within 24 hours of scheduled delivery or customer pickup will be charged 100% of daily rental fee.

 Sign

 Date