

RETURN TO:
AUDIO VIDEO RESOURCES
4323 E. COTTON CENTER BLVD.
PHOENIX, AZ 85040



**CREDIT APPLICATION
&
AGREEMENT**



AUDIO VIDEO RESOURCES

Audio Video Resources
4323 E. Cotton Center Blvd.
Phoenix, AZ 85040
Phone: 602-643-4200 Fax: 602-643-4270

Company (Debtor):

DBA (if any):

Address:

City: State: Zip:

Phone: Fax:

Contact(s): E-mail:

President or owner's name:

President/owner's E-mail: Social Sec. No.:

Nature of Business:

Year Established: Sales Tax License #:

Credit Line Desired [] Taxable [] Exempt

Purchase Orders Required: [] Yes [] No Federal E.I. #:

Authorized Purchasing Agent(s) Name:

E-mail: Phone:

Accounts Payable Contact:

E-mail: Phone:

I have read the requirements for insurance, terms and conditions on the reverse side, and I authorized AVR to check our/my credit history with the banking institution(s) listed below, or any other credit reporting firm. In signing this application, I agree to these terms and will abide by them and I certify that all information is true, accurate and complete, and I have the authority to sign this agreement on behalf of the debtor.

Signature: (initial back page) Title:

Name: Date:

The following must be completed before credit can be granted: In consideration of the extension of credit terms, the undersigned jointly and severally do personally guarantee the payment of all charges made by and/or on behalf of the applicants, plus attorney fees, court and all other costs of collection should collections proceedings become necessary.

Your Signature: Name: Date:

Spouse's Signature: Name: Date:

FOR OFFICE USE ONLY

Date: Salesperson:

Customer Code: Terms:

Credit Line: Approved by:

INSURANCE

If renting equipment, you may avoid a damage waiver charge by furnishing a certificate of insurance to cover the value of the equipment for casualty damage or loss naming AVR as loss payee and additional insured. The certificate must be issued for \$1,000,000 liability coverage and specifically cover all liabilities incurred by use and operation of the equipment and the personnel under the control of the Rentco. It also shall indemnify and hold AVR harmless from any and all expenses, damages and liabilities. This certificate of insurance, an original, must be presented to AVR 24 hours prior to the release of the equipment. AVR reserves the right of acceptance of the policy content. If we do not have a certificate of insurance on file, you will be charged for a damage waiver as part of the rental terms and conditions.

Please attach a signed copy of your most recent financial statement. *(must be within the previous 12 months)*

If your purchases will be exempt from sales tax, please attach a copy of your sales tax exemption certificate and sales tax license.

Trade / Credit References

1. Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Type of Business: _____
Account No. (if any): _____
2. Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Type of Business: _____
Account No. (if any): _____
3. Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Type of Business: _____
Account No. (if any): _____

Bank References

1. Name: _____ Officer: _____
Phone: _____ Account No.: _____
Address: _____
City: _____ State: _____ Zip: _____
2. Name: _____ Officer: _____
Phone: _____ Account No.: _____
Address: _____
City: _____ State: _____ Zip: _____

GENERAL TERMS & CONDITIONS

1. Once credit has been authorized subject to periodic review, you will be notified of your terms and credit limit. In the event the full balance is not paid when due, late charges may be assessed at the rate of 1 1/2% (1.5% per annum). Assessment of the late charge does not constitute a credit arrangement. Invoices when issued will contain full description of collateral and the terms of payment.

2. Failure to pay late charges when due may result in future purchases being on a C.O.D. basis.

3. AVR reserves the right to refuse sales and service to anyone.

4. AVR shall not be liable to you for, and you shall indemnify and hold AVR harmless from and against any liability, claim, demand, action, suit, judgment, cost, damage or expense of any kind of nature asserted against AVR arising from claims of the inadequacy or deficiency in the equipment, the use, operation or performance of the equipment, any interruption loss of service, use or performance by the equipment, and any loss of business or other consequential damages whether or not resulting from any of the foregoing.

5. Any default by you in the payment for amount due hereunder or of any other term or condition of this Agreement, shall allow AVR, without notice to (i) Terminate this Agreement without prejudice to any other rights or remedies of AVR; (ii) take immediate possession of the equipment without demand or notice, wherever the equipment may be located, without court order or other process of law, and (iii) exercise any and all other remedies at law or in equity.

Debtor will not transfer any part of the Collateral, by way of grant of full or partial security interest until the debt is paid in full. In the event AVR takes possession of the Collateral or any part thereof, AVR may sell the Collateral at a public or private sale. The proceeds of such sale, after deducting all expenses of AVR in taking, storing, repairing, and selling the Collateral (including reasonable attorneys' fees and legal expense), shall be applied to the payment of any part or all of the Obligations and any other indebtedness or liability of Debtor, and any surplus thereafter remaining shall be paid to Debtor or to any other person that may be legally entitled. At any sale or disposition, AVR may accept a trade of property for all or any portion of the sale price, and may purchase any part of the Collateral.

The taking of possession by AVR shall not constitute a termination of this Agreement or limit AVR's other legal rights and remedies. Any waiver by AVR of any default hereunder, shall not constitute a waiver of future compliance with this Agreement.

6. AVR rents equipment AS IS in whatever condition it may be, without any agreement, warranty or representation express or implied, as to any matter whatever with respect to the equipment. Without limiting the generality of the foregoing, AVR expressly disclaims any Implied warranty of merchantability, fitness or adequacy for any particular purpose or use, quality, productiveness or capacity. You agree to return the equipment in the same condition you received it (reasonable wear and tear excepted) and shall be liable for any damages thereto and for the cost of repair. The undersigned assumes the entire risk of loss or damage to the equipment, and upon demand by AVR will pay to AVR the cost to repair the equipment, or the replacement cost of the equipment, at AVR's option. Such payment shall be in addition to the payments required under the daily rental rate of this agreement.

7. If you are renting equipment you agree to make no alterations, modifications or additions to the equipment. You agree to pay to AVR all costs and expenses incurred by AVR in returning such altered or modified equipment to its original condition and performance specification.

8. AVR at all times will have a perfected security interest in the Collateral that will be prior to any other interests. If requested, Debtor will sign all instruments (including Security Agreements, Financing Statements, Continuation Statements, etc.) required by AVR to establish, maintain and continue the perfected security interest of the Collateral and will promptly on demand pay all costs and expenses of (a) filing and recording and (b) all other claims and charges that in the opinion of AVR might prejudice, imperil or otherwise affect the Collateral or Security interest therein of AVR.

9. The Collateral was bought primarily for business use. Debtor hereby acknowledges its express intent to hereby waive and abandon all personal property exemptions granted by law upon the goods which are the subject of this agreement. NOTICE: BY SIGNING THIS AGREEMENT, DEBTOR WAIVES ALL RIGHTS PROVIDED BY LAW TO CLAIM SUCH GOODS EXEMPT FROM PROCESS.

10. Should AVR have to take an action to collect any monies due from customers, AVR shall be entitled to attorney's fees and costs and interest at the maximum legal rate from the date the monies are first due. Should any dispute arise regarding this agreement or any transaction between the parties, exclusive jurisdiction for resolution of such dispute shall be the courts of Arizona and law applicable shall be that of Arizona and the Uniform Commercial Code.

11. You must inspect the equipment immediately upon its delivery. Your failure to give written notice to AVR for any defect in the equipment, within four (4) hours after delivery for rentals, forty-eight (48) hours for purchased equipment, shall be deemed an unconditional acceptance by you of such equipment and a waiver of all claims with respect thereto.

12. AVR may terminate this Agreement at any time with or without cause in its sole discretion and may thereafter retake possession of the equipment, without notice. Time is of the essence of this Agreement.

13. The minimum charge for credit is \$50.00.

14. Merchandise returned for credit is subject to a restocking charge of 20% of the original cost plus freight.

15. If you are renting equipment, you agree to pay the rent called for based upon the current AVR pricing structure at the daily rate, plus all applicable taxes, costs of insurance, transportation and delivery charges and repair and/or replacement costs. The daily rental rate shall be calculated based upon each twenty-four hour period beginning at the time the equipment is picked up or delivered and shall be paid by you for such twenty-four hour period or portion thereof until the equipment is returned to AVR.

16. If you are renting, proof of insurance coverage for the full replacement value of all equipment is required with AVR named as loss payee. If a certificate of insurance is not provided a charge for a damage waiver will be assessed. This waiver is subject to the limitation and deductibles in effect at the time of each rental.

Initials