

CUSTOMER PROFILE

For the purpose of establishing an account and, if applicable, applying for Credit *with DC Creative Inc. (now referred to as "DCC" or "Company") and to enable Customer to utilize Company's services, Customer makes the following statement in writing, intending that Company rely there on respecting the ownership and control of:

Company Name (Hereinafter referred to as "Customer"):		
Legal Business Name (if other than above)		
Street Address		
City	State	Zip
Office Telephone	Email	Cell Phone
CREDIT CARD AUTHORIZATION and CONTINUING PERSONAL GUARANTY <i>NOTE: A 3.5% service charge will be applied to all credit card payments</i>		
Credit Card #	Expiration Date	CCV
Street Address		
City	State	Zip

Charges for services rendered to cod customers and credit term clients that have not been settled per the terms established in the terms of business agreement will be charged to the credit card on file. Delinquent balances associated with a credit account (i.e. Balances that have extended beyond the net terms provided) will be charged to the credit card on file and all elements will be held until past due balances are settled and paid in full. Continuing personal guaranty: guarantor acknowledges and agrees that this is a continuing personal guaranty, and this guaranty shall not be impaired by any modification to which the parties may hereafter agree, or by any modification, release, or other alteration of obligations guaranteed, or of any security therefore, to all of which the guarantor hereby consents. The liability of guarantor is direct and unconditional and may be enforced without requiring company to resort to any other right, remedy or security, including but not limited to pursuing recovery from the customer. If company retains counsel to enforce this guaranty or to make collection of any amounts due to company, guarantor agrees to pay reasonable attorney's fees and costs incurred by company.

TERMS OF BUSINESS

- a. In order to enable DCC to provide the services desired by Client, Client may from time to time deliver to DCC certain elements, masters and media. Client represents and warrants that Client is the sole owner or the duly authorized representative of all owners of the Elements delivered to DCC by Client (or for Client's account) and all intellectual property contained in or represented by the Elements. Client further represents and warrants that Client has the legal right and authority to engage DCC to perform the work to be performed by DCC and to enter into all agreements in connection therewith.
- b. DCC is hereby authorized to provide any Elements to any person to whom DCC assigns or subcontracts any work.
- c. Client shall present any claim for adjustment of an invoice in writing within ten (10) days from the date of the invoice. Client waives any claim for adjustment that is not timely presented.
- d. The payment terms for all orders and transactions are C.O.D. unless other arrangements have been made at least 10 business days prior to commencement of the work. All C.O.D. orders must be paid for and picked up during the business hours. All C.O.D. orders require payment with credit card, cash, cashier's, or approved check.
All credit card payments are subject to a 3.5% processing fee
- e. If DCC agrees to extend credit terms to Client, and Client fails to make any payment in full on or before the due date, Client agrees to pay a late charge equal to 10% per month of the overdue balance, plus all costs of collection, whether or not suit is instituted, including but not limited to collection agency charges and attorneys' fees and costs.
- f. All costs of providing meals to Client's, Client's representatives, and session operators while working at DCC's facilities will be invoiced to Client.
- g. Client acknowledges that rates in DCC's price list are based on use and operation of DCC's facilities and employment of personnel and equipment during normal working hours, and are subject to increase, on prior notice to Client, for work performed on Saturdays, Sundays, holidays or otherwise outside normal working hours.
- h. Client may cancel session upon payment of a cancellation fee to DCC. If Editorial, Color, Sound, or any other hourly services is cancelled at least 24 hours (excluding weekends) before the time work is scheduled to begin, the cancellation fee will be waived. If such services are cancelled less than 24 hours prior to the time work is scheduled to begin, the cancellation fee is 50% of the estimated costs of the cancelled project session.

Guaranty Signature: _____ Date: _____

Print Name: _____

