

TRILOGY ENTERTAINMENT NETWORK

APPLICATION FOR EQUIPMENT RENTAL AND/OR ACCOUNT TERMS

Firm Name _____ Contact Person/
Title _____ Street/Shipping Address (No P.O. Boxes)

_____ Billing Address (If different from
above) _____

_____ Phone Number _____ Fax Num-
ber _____

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Company Background: ___ Individual ___ Sole Proprietorship ___ Partnership ___ Corporation
DBA or Incorporation filed in what City, _____ State,
_____ Year business was established _____ If Subsidiary, Name
of Parent Company _____ Federal I.D. or Social Security Number
_____ Resale Number _____

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Principals of the Company:

Title _____ Name _____ Phone
_____ Social Security # _____ Street Address (No P.O. Boxes)

_____ **Title** _____ Name _____
Phone _____ Social Security # _____ Street Address (No P.O. Boxes)

_____ **Title** _____ Name _____ Phone
_____ Social Security # _____ Street Address (No P.O. Boxes)

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Trade References (Please furnish information of 3 companies from whom you purchase or rent) Company _____ Address

_____ Phone _____ Acc
t# _____ Contact _____ Notes _____ **Compa-**

ny _____ **Address**
_____ Phone _____ Acct.#

_____ Contact _____ Notes _____ **Compa-**
ny _____ **Address**

_____ Phone _____ Acct.#
_____ Contact _____ Notes _____

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Banking

Bank Name _____ **Branch** _____
_____ **Address** _____ **Phone** _____
_____ **Checking Ac-**
count _____ **Other Accounts (Specify)** _____

B a n k _____ **N a m e** _____
B r a n c h _____ **A d-**
d r e s s _____ **P h o n e** _____
_____ **Checking Ac-**
count _____ **Other Accounts (Specify)** _____

Other Individuals Authorized to Order or Receive Equipment _____ **Written**
PO Required

_____ **Please Initial Here**

¹ *Trilogy Entertainment Network 1092 West Atlanta Street, SE Ste 300, Marietta, Ga. 303060 (888)624-3670 FAX (866)260-3549*

Trilogy Entertainment Network

Personal Guarantee

Must be signed by a Principal of the applicant Company if said Company is less than one year old.

I, _____, residing at _____
_____ For and in consideration of your extending
credit at my request to _____, hereby personally guarantee to you full payment of any ob-
ligation of the above named Company and I hereby agree to bind myself to pay you on demand any
sum which may become due to you by the Company whenever the Company shall fail to pay the same. It is
understood that this guaranty shall be a continuing and irrevocable indemnity for such indebtedness of the
Company.

Signature _____ **Date** _____
Print Name _____ **Title** _____ **Social**
Security Number _____

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Authorized Signature

I certify that all the information on this form is correct. I understand that Open Account credit terms are Net 10 or Net 30

Interest and/or late fees will be charged on past due accounts.

Rental clients must provide a CERTIFICATE OF INSURANCE naming Trilogy Entertainment Network. as **LOSS PAYEE** at full replacement value of the equipment.

Proper operation and knowledge of the equipment is the responsibility of the renter. Trilogy Entertainment Network. is not responsible for failure of the equipment due to operator error or unfamiliarity of operation technique.

I hereby consent and authorize Trilogy Entertainment Network, its principals, agents, or assigns to conduct an investigation into my credit background as they deem necessary to assist them in their decision to entrust me with their property of value or to extend credit to me. I understand that information from credit reporting agencies will be used in this effort and I consent to such information being released to the above named. I understand that in the event that credit is denied, I have the right to request in writing a copy of my credit report from the credit agency.

Company Name _____ Date _____ By
Signature _____ Title _____ Print
Name _____
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Authorization to Charge a Credit Card

If a credit card is being used as security deposit, payment guarantee, or payment of invoice.

I do hereby authorize Trilogy Entertainment Network. to charge against my credit card any payments up to the amount of \$_____ which are due resulting from regular business transactions including equipment rental, purchases , charges for missing and/or damaged rental equipment, and insurance deductibles not paid by my insurance company. understand that these charges will be processed either upon my direct instruction to do so (example, to pay an invoice for rental and/or purchases), or that charges may be automatically processed in the event of above applicant Company! failures to remit payment within terms specified on invoice.

At this time we accept the following Credit Cards: __American Express __VISA __Master Card

Credit Card Account # _____ Date _____ By
Signature _____ Title _____ Print
Name _____

Student Provision

Name of College or University _____ Dept. ___
_____ Course Name and Number _____
_____ Instructor _____ Title and Description of
Project _____ Insurance
Provided by University _____ Insurance Provided by Student _____

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TERMS AND CONDITIONS

- 1.) Trilogy Entertainment Network, hereafter referred to as TEN agrees to supply the equipment listed in this agreement as per the terms and conditions herein. Customer agrees to pay TEN for the use of the equipment and / or services as listed and as per the payment terms on the **Promotional Service Agreement.**
- 2.) TEN will not be liable for any delay in delivery and / or performance of this agreement or in the delivery and / or installation of the items set forth in this agreement, or for any damages suffered by Customer by reason of such delay when such delay is directly or indirectly caused by or in any manner arises from, fires, floods, accidents, riots, acts of God, war, embargos, strikes, labor difficulties, shortages of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes beyond the control of SSE, including government regulations, directives, orders, and restrictions that may be in effect from time to time.
- 3.) In the event that the Customer for any reason cancels this agreement, the cash deposit may be retained as liquidated damages and TEN shall also be reimbursed for all expenses and loses incurred or suffered as a result of such cancellation.

- 4.) The Customer agrees to pay the balance due on this agreement upon delivery at location designation for installation / service and payment is to be made prior to the use of any equipment or materials unless otherwise agreed to in writing by TEN. Customer will be liable for all expenses incurred in association with collection, including but not limited to attorney fees, collection fees, and all cost of litigation.
- 5.) The Customer, after installation or during service, will hold TEN harmless for any damages to equipment listed that occur while at the designated location.
- 6.) In the event of foul weather, mechanical breakdown, or other circumstances beyond the control of TEN where the equipment listed on the Promotional Service Agreement is not used, substitute display date(s) will be provided by TEN as the alternative to cancellation or refund.
- 7.) The Customer will not sub-lease equipment or material provided by TEN to anyone, or any company at any time. The customer will not attempt to move, remove, or permanently attach any equipment listed on the Promotional Service Agreement without the express written consent of TEN.
- 8.) The customer is required to provide a certificate of general liability insurance of amounts not less than \$1 million dollars to cover any and all damages that may occur during the term of this agreement.
- 9.) Unless otherwise stipulated in this agreement, the Customer agrees that any illumination equipment listed on the Promotional Service Agreement will be halted no later than 12 midnight unless otherwise agreed in writing.

Customer Signature_____

Date_____

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www.trilogyen.com