

MANDATORY TERMS AND CONDITIONS

1. TERMS OF PAYMENT. All services rendered will be on a COD basis unless arrangements for the extension of credit terms have been made in advance. Charges for services rendered are payable at the time they are completed. Any and all claims for adjustment with respect to an invoice must be presented in writing to Indie DCP no later than 10-days after the invoice date, or such claims are waived. On all past due amounts, Indie DCP shall be entitled to interest at 2 per cent per month or the maximum legal amount, whichever is greater. Any discounts provided to Client shall be immediately and forever rescinded should payment associated therewith not be made in a timely manner pursuant to this Agreement, and Client shall be invoiced for the difference between the amount originally owed and what would have been owed without the discount.

2. EXTENSION AND IMPAIRMENT OF CREDIT. Indie DCP checks all credit references. Indie DCP consults with the Motion Picture and TV Credit Association, the International Teleproduction Society and other credit reporting services. Indie DCP reserves the right to, and from time-to-time utilize other credit reporting agencies and credit bureaus in order to determine a Client's credit worthiness. Indie DCP reserves the right to periodically review Client's creditworthiness. If Indie DCP believes that Client's credit is substantially impaired so that there is a material risk to provide credit under this agreement, Indie DCP may terminate Client's rights and declare the Client in default. Should such situation arise, Indie DCP reserves the right to demand cash or a cashier's check prior to the release of any equipment or materials to Client. All determinations under this paragraph shall be made by Indie DCP, whose decisions shall be final.

3. LIMITATION OF LIABILITY. It is the policy of Indie DCP to carefully check all materials provided by Indie DCP before delivery. Client shall inspect and verify completeness of the order and accept full responsibility for correct application of the equipment, facilities or materials provided by Indie DCP. Indie DCP neither assumes or accepts any liability of any kind arising out of equipment, facilities, materials or any other service provided by Indie DCP, including equipment failure, and Client accepts all equipment and materials in "as is" condition following inspection and verification by Client.

4. PRICE POLICY. Indie DCP prices are very competitive and take into account "trade discounts." Prices are subject to change without notice so it is best to confirm prices when making reservations for services and equipment.

5. RESERVATIONS. We recommend that Clients reserve equipment, materials and services at least one-week in advance.

6. CANCELLATIONS. A cancellation fee equal to 50% of the full service order or facility services booked will be charged if notice of cancellation is not provided by Client at least 24-hours in-advance. If notice of cancellation is given less than 12-hours in advance, a cancellation fee of 100% will apply.

7. DISCLAIMER OF WARRANTIES. Indie DCP neither assumes nor accepts any liability of any kind arising out of services, facilities or materials furnished or provided by Indie DCP, including but not limited to acts of God, defective materials, equipment failure, inadequate source material, employee capability or availability, and other acts deemed out of the control of Indie DCP. Indie DCP specifically disclaims any warranties including merchantability or fitness for intended use, and Indie DCP shall in no event be liable for consequential damages to the Client. Indie DCP shall not be responsible for injury or damage to Client or to Client's property, or to persons or property on the premises at Client's invitation or injury or damage to persons or property claimed to arise out of the possession or use of services, equipment and facilities by Indie DCP. Indie DCP shall not accept any claim of subrogation no matter how it arises, and Client specifically waives any right it may have for subrogation, including the right to transfer such right to a third party. Client's sole remedy in the event of actual failure on the part of Indie DCP is to refuse the service, equipment or facility order and/or receive credit for that portion of the service, equipment or facility order proving to be unsatisfactory.

8. NON-RESPONSIBILITY. Indie DCP will vigilantly protect and track Client's physical and digital content while on its premises. However, Indie DCP shall not be responsible for loss or damage of any kind to the Client's media, artwork or other elements or materials while on or in Indie DCP's premises or custody. Production elements prepared by Indie DCP and any other unclaimed or unpaid customer property will be disposed of 60-days after completion of services if not picked up by Client, without any obligation to notify Client. All risk of loss or damage to any services, facility or equipment provided to Client shall be the sole liability and responsibility of Client, who shall adequately insure the equipment in conformity with the Service Agreement between Indie DCP and Client.

9. INDEMNIFICATION. Indie DCP shall be indemnified, defended and held harmless from all claims, demands, lawsuits wherever filed, and other liabilities and expenses, including court costs and attorney fees, in connection with any and all claims against Client or Indie DCP arising out of this Agreement or any other agreement between Client and Indie DCP.

10. DEFAULT. Upon the occurrence of any default by the Client in any of the terms or conditions of this or any other agreement with Indie DCP, Indie DCP may, without notice or demand on Client, declare this Agreement in default, whereupon all rights of Indie DCP in the materials of Client shall vest, and all liens which Indie DCP may have, including equitable liens, shall attach. Without limiting any of Indie DCP's remedies upon default, Indie DCP shall be entitled to retain possession of all of Client's materials, including masters, tapes, hard drives and other elements, until cure of said default. Indie DCP may dispose of Client's materials for value or otherwise without notice if Client is over 60-days in material default. Client accepts personal jurisdiction in the California Superior Court, Los Angeles County, and Client knowingly and expressly waives the right to a trial by jury. Indie DCP shall be entitled to court costs and attorney fees accrued under this paragraph. All deposits and insurance proceeds shall be applied in a manner consistent with the applicable Service Agreement or Work Order Agreement between Indie DCP and Client.

11. LIENS. Indie DCP retains a lien on all tapes, hard drives and other elements delivered by Client to Indie DCP, and the product of any other services performed by Indie DCP for the full balance in Client's account at any time.

12. CAPTIONS. Captions are for the convenience of the parties, and are not intended nor shall they operate as substantive terms in this Agreement.

13. GOVERNING LAW. This Agreement shall be governed under California law, and shall not be construed with respect to which party caused the Agreement to be drafted.

14. WAIVER. No waiver of any of these terms or conditions shall constitute a waiver of any other terms and conditions in this Agreement.

15. RATES. All rates charged shall be the prices of Indie DCP in force at the time that the Work Order or Service Agreement is prepared, and are subject to change without notice. Said rates shall be set forth on the Work Order or Service Agreement in accordance with Client's originally expressed requirements.

SIGNED BY: **TITLE:**

PRINT NAME: **DATE:**