



# CONFIDENTIAL CREDIT APPLICATION

**Spanish Broadcasting System, Inc.**

*Credit & Collection Department*

2601 South Bayshore Drive, 4<sup>th</sup> Floor

Coconut Grove, FL 33133t

Telephone (305) 441-6901

Facsimile (786) 470-1663

[creditapplication@sbscorporate.com](mailto:creditapplication@sbscorporate.com)

## COMPANY INFORMATION

BUSINESS NAME:		
STREET ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:( )	FAX:( )	E-MAIL:
INCORPORATED ( ) PARTNERSHIP ( ) PROPRIETORSHIP ( ) LIMITED LIABILITY CO ( )		
ADVERTISER ( ) ADVERTISING AGENCY ( ) IN-HOUSE AGENCY ( ) BUYING SERVICE ( )		
TYPE OF BUSINESS:		
PRINCIPAL:	TITLE:	
DATE ESTABLISHED:	PARENT CO:	

## MEDIA CREDIT REFERENCE

CO. NAME:		Address:	
Phone No:( )	Fax No:( )	E-MAIL:	
Contact:		Account No:	
CO. NAME:		Address:	
Phone No:( )	Fax No:( )	E-MAIL:	
Contact:		Account No:	
CO. NAME:		Address:	
Phone No:( )	Fax No:( )	E-MAIL:	
Contact:		Account No:	
CO. NAME;		Address:	
Phone No:( )	Fax No:( )	E-MAIL:	
Contact:		Account No:	
Submitted by:		E-MAIL:	Date
ACCOUNTS PAYABLE MANAGER:		E-MAIL:	



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### **BANK INFORMATION**

Bank name:	
Address:	
Officer:	Account No:
Phone:(     )	Fax:(     )

### **BANK USE ONLY**

Deposit Account(s)	Since:	Type:
YTD Avg. Balance:	Figures:	
Account Experience:	NSF	
Comments:		
Credit Relationship:	Since:	
Prepared By:	Title:	
Signature:	Date:	

### **BANK RELEASE, CONSENT AND GUARANTEE (REQUIRED COMPLETION)**

I hereby authorize Spanish Broadcasting System, Inc. and or its subsidiaries to obtain any credit reference they might need for the purpose of establishing a line of credit with them. It is understood and agreed that this is confidential information and is without liability on your part.	
<b>Company Name:</b>	
<b>Name (Print):</b>	<b>Date:</b>
<b>Authorize Signature:</b>	<b>Title:</b>



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### **TERMS AND CONDITIONS OF CREDIT SALES ("Terms and Conditions - CS")**

IN CONSIDERATION of the providing of advertising services, production services, or related services by SBS media stations (the "Media Provider") now and/or in the future, the undersigned Applicant (the "Applicant") agrees to be governed by the following:

Applicant acknowledges that services from Media Provider may be purchased by Applicant on behalf of an advertiser if Applicant is an agency, and such services may be purchased from Media Provider on behalf of Applicant through the efforts of an advertising agency, or other service entity on behalf of which or through which Media Provider provides services shall be known as "Third Parties."

Whether sums are due under contract or open account, it is understood that all invoices are due within thirty (30) days from the date of the invoice. Should timely payments not be made as stated, Applicant agrees to pay all collection agency fees and expenses, and other costs of collection, including reasonable attorneys' fees, filing fees and court costs which may be incurred by Media Provider in pursuing and collecting payment. The liability of Applicant shall be joint and several with Third Parties.

Any dispute by Applicant with any telecast, commercial announcements and services provided by Media Provider or the amount charged for the same shall be reported to Media Provider in writing within ten (10) days from the date of invoice relating to the same, time being of the essence (but any such dispute shall not affect Applicant's obligation to make payment within 30 days from the date of the invoice as set forth above). Failure to report any such dispute within such time shall constitute a waiver of any claim by Applicant with respect to such dispute.

The terms and conditions outlined herein shall govern and control all future services which may be provided by Media Provider from time to time for the Applicant. The party executing this agreement on behalf of Applicant acknowledges that it has the authority to do so and that by its execution it has caused Applicant and Third Parties to be jointly and severally bound by the terms hereof.

Applicant represents that Third Parties will immediately be notified of the terms hereof. If credit is approved, Media Provider reserves the right to cancel credit and advertising at any time with or without notice for whatever reason. In the event that information supplied in credit application proves false, or the account becomes delinquent or credit is adversely affected for any other reason, credit will be automatically discontinued.

Notwithstanding to whom bills are rendered, Applicant and Third Parties shall remain jointly and severally obligated to pay to Media Provider the amount of any bills rendered by Media Provider within the time specified and until payment in full is received by Media Provider. **Payment by Applicant to Third Parties or by Third Parties to Applicant shall not constitute payment to Media Provider.**

Applicant understands that should applicant place advertising through an advertising agency (or other Third Parties) that **Applicant will continue to be responsible to Media Provider for payment of such advertising.** In the event Applicant is an agency requesting advertising on behalf of a client, Applicant acknowledges its jointly and severally liability for the payment of such advertising under the terms set forth herein above.

If Applicant is an advertiser, all agencies which place advertising buy orders with Media Provider shall be conclusively deemed to be authorized agents for Applicant: without limiting the generality of the foregoing, the following agencies are expressly included in the group of agencies which are authorized to place advertising buy orders on behalf of and as authorized agent for Applicant. Applicant signature attests financial responsibility, ability, and willingness to pay our invoices in accordance with and subject to the Terms and Conditions of Advertising Orders ("Terms and Conditions - AO") located at [www.spanishbroadcasting.com/termsandconditionsAO.html](http://www.spanishbroadcasting.com/termsandconditionsAO.html), and such Terms and Conditions - AO are incorporated by reference and made a part of this Credit Application.

Applicant certifies that all statements and information included in this application (including all financial statements and attachments) are true, correct, and complete and are made for the purpose of obtaining credit, and that all officers, owners, or employees are authorized to purchase advertising. Media Provider is hereby authorized to verify any and all statements through any source available to them.

### **REQUIRED COMPLETION**

ADVERTISER NAME: \_\_\_\_\_ AGENCY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME/TITLE: \_\_\_\_\_ PRINT NAME/TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_