



CREDIT APPLICATION

FAA CHART ORDERS

Firm legal name/individual _____

Trade name _____

Address _____ City _____ State _____ Zip _____

#1 Phone _____ #2 Phone _____ Fax _____

Aircraft make _____ Model _____ Reg# _____

Officer/Owner(s): _____ Title: _____

Pilot name(s) _____ Type of business _____

PERSON TO CONTACT REGARDING FINANCIAL MATTERS:

Name _____ Title _____

Sales and Use Tax Number _____ (Attach copy of current year exemption certificate.)

Date business started _____ Incorporated in the State of _____

PLEASE CHECK ONE: Corporation _____ Partnership _____ Individual Prop. _____

Is company rated by Dunn and Bradstreet? Yes _____ No _____

TRADE CREDIT REFERENCES:

Company Name	Street Address	Town, State, Zip Code	Phone	Fax
1. _____				
2. _____				
3. _____				
4. _____				

BANK REFERENCES:

Bank Name	Officer	Account #	Address	City, State, Zip Code

STATEMENT OF OPEN ACCOUNT AGREEMENT

WHEREAS _____, HEREAFTER REFERRED TO AS "BUYER" WISHED TO PURCHASE FUEL, MERCHANDISE OR SERVICE FROM BANYAN AIR SERVICE, HEREAFTER REFERRED TO AS "SELLER," ON ACCOUNT. THE PARTIES AGREE AS FOLLOWS: IN CONSIDERATION OF SELLER EXTENDING CREDIT AND DELIVERING SUCH MERCHANDISE AS BUYER MAY ORDER, BUYER AGREES TO PAY FULL INVOICE PURCHASE PRICE WITHIN (_____) DAYS OF DELIVERY. EXTENDED TERMS SHALL BE ALLOWED ONLY IF SPECIFICALLY STATED ON THE INVOICE. ANY INVOICE NOT PAID WITHIN 15 DAYS AFTER THE DUE DATE SHALL BE OVERDUE AND CAUSE FOR EXERCISE OF SELLER'S REMEDIES FOR DEFAULT AS SET FORTH ON THE OVERSIDE.

TERMS AND CONDITIONS

- 1. CREDIT WILL BE EXTENDED ONLY UPON APPROVAL OF THIS CREDIT APPLICATION.
2. ALL INVOICES ARE PAYABLE UPON RECEIPT. I/WE AGREE TO BE LIABLE TO BANYAN AIR SERVICES, INC. FOR ALL CHARGES INCURRED ON MY/OUR ACCOUNT.
3. FAILURE OF CUSTOMER TO MAINTAIN THEIR ACCOUNT CURRENT WILL RESULT IN THE REFUSAL OF CREDIT AND ALL FUTURE PURCHASES MUST BE C.O.D. BASIS.
4. THE TITLE TO ALL PARTS AND MATERIALS ON A C.O.D. BASIS SHALL REMAIN AT BANYAN AIR SERVICES, INC. UNTIL FULL PAYMENT OF SAME HAS BEEN RECEIVED.
5. THE PURCHASER AGREES TO PAY ALL COST OF COLLECTION, INCLUDING A REASONABLE ATTORNEY'S FEE AND COURT COST, IN THE EVENT IT BECOMES NECESSARY TO ENFORCE PAYMENT THEREOF.
6. THE UNDERSIGNED AUTHORIZES BANYAN AIR SERVICES, INC TO DELIVER MATERIAL TO ANY APPARENT REPRESENTATIVE OF THE UNDERSIGNED AND HEREBY WAIVES THE RIGHT TO DENY SUCH PERSON'S AUTHORITY TO SIGN FOR THE RECEIPT OF MATERIAL.

What monthly credit line do you require? _____ Who is your "Banyan Air Service" Contact? _____

I/WE WARRANT THE INFORMATION SHOWN ABOVE AND ON THE REVERSE SIDE OF THIS APPLICATION TO BE TRUE. I/WE AUTHORIZE THE PERSON TO WHOM THIS APPLICATION IS SUBMITTED TO INVESTIGATE THE REFERENCES HEREIN, STATEMENTS, OR OTHER DATA OBTAINED FROM ME/US OR FROM ANY OTHER PERSON PERTAINING TO MY/OUR CREDIT AND FINANCIAL RESPONSIBILITY.

Date: _____ By: _____

Firm: _____ Title: _____

PERSONAL GUARANTY TO BANYAN AIR SERVICES, INC.

FOR VALUABLE CONSIDERATION THE RECEIPT OF WHICH IS ACKNOWLEDGED, AND THE EXTENSION OF CREDIT BY BANYAN AIR SERVICES, INC. TO _____ I HEREBY GUARANTEE, ABSOLUTELY AND UNCONDITIONALLY, AT ALL TIMES, UNTO YOU, THE PAYMENT OF ANY INDEBTNESS OR BALANCE OF INDEBTNESS OF _____ IN THE STATE OF _____ HERINAFTER CALLED DEBTOR, TO AN AMOUNT NOT EXCEEDING AND IN WHATEVER FORMS IT MAY BE EVIDENCED.

I HEREBY WAIVE NOTICE OF ACCEPTANCE OF THE GUARANTY, AND ALL NOTICE OF THE GOODS AND MERCHANDISE SOLD BY YOU TO SAID DEBTOR, AND ALL NOTICE OF DEFAULTS BY SAID DEBTOR, AND I CONSENT TO ANY EXTENSION OR EXTENSIONS OF THE TIME OR TIMES OF PAYMENTS OF SAID INDEBTNESS, OR ANY PART THEREOF, OR TO ANY TIME BY YOU.

THIS IS TO BE A CONTINUING GUARANTY, AND THE EXTENSION OF THE TIME OF PAYMENT OR THE ACCEPTANCE OF ANY SUM OR SUMS ON ACCOUNT, OR THE ACCEPTANCE OF NOTES, DRAFTS, OR ANY SECURITY FROM SAID DEBTOR, SHALL IN NO WAY WEAKEN OR IMPAIR THE VALIDITY OF THIS GUARANTY. SHOULD ANY PURCHASE HERETOFORE OR HEREAFTER MADE BY THE SAID DEBTOR, OF YOU, BE NOT PAID AT MATURITY, YOU SHALL HAVE THE RIGHT TO PROCEED AGAINST ME THEREFORE AT ANY TIME, WITHOUT ANY NOTICE WHATSOEVER AND WITHOUT ANY PROCEEDING OR ACTION AGAINST THE SAID DEBTOR, AND I HEREBY WAIVE ANY DEMAND WHATSOEVER FOR PAYMENT.

IT IS FURTHER UNDERSTOOD THAT NOTHING HEREIN CONTAINED SHALL PREVENT YOU FROM EXTENDING CREDIT TO THE SAID DEBTOR, TO ANY AMOUNT EXCEEDING THE SUM ABOVE STATED, BEING THE AMOUNT GUARANTEED HEREUNDER AT ANY TIME, AND SUCH ACTION ON YOUR PART SHALL NOT ABROGATE OR AFFECT THIS GUARANTEE.

IT IS FURTHER UNDERSTOOD THAT THIS GUARANTY SHALL NOT BE ABROGATED BY ANY CHANGE IN THE FIRM OR STATUS OF THE DEBTOR, WHETHER CAUSED BY DEATH, BY THE ADMISSION OF ANY NEW MEMBER OR MEMBERS OR BY THE WITHDRAWAL OF ANY MEMBER OR MEMBERS, OR BY ANY CHANGE FROM ANY CAUSE.

SHOULD IT BECOME NECESSARY TO PLACE THIS PERSONAL GUARANTY FOR COLLECTION, THE GUARANTORS, HEREBY AGREE TO PAY ALL COSTS OF COLLECTION INCLUDING A REASONABLE ATTORNEY'S FEE.

THIS GUARANTY SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE UNDERSIGNED SHALL HAVE GIVEN NOTICE IN WRITING BY REGISTERED MAIL TO MAKE NO FURTHER ADVANCES ON THE SECURITY OF THIS GUARANTY.

IN WITNESS WHEREOF THE GUARANTORS HEREUNTO SET OUR HANDS AND SEALS AT _____

STATE OF _____ THIS _____ DAY OF _____, 20 ____.

WITNESS: _____ IF MARRIED SPOUSE MUST ALSO SIGN.

_____ HOME ADDRESS

_____ HOME ADDRESS

_____ HOME ADDRESS

BANYAN AIR SERVICES, INC.

REVIEWED & AUTHORIZED BY: _____ CREDIT AMOUNT AUTHORIZED: _____ DATED _____