

Credit Application



**519 Pennsylvania Avenue
Clearwater FL 33755**

Name / Address		
Last:	First:	Middle Initial:
Company Name:		
Address:		Suite:
City:	State:	Zip:
Phone	Email:	

Company Information			
EIN: Also provide copy of W-9	DEP Facility ID Number:	Tax Exemption: Provide Tax Certificate if applicable	
Business Legal Name:		Type of Business:	
Address:		Suite:	
City:	State:	Zip:	
Established Since:	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability
Principal Name:		Principal Social Security Number:	
Is the applicant in any pending litigation? If yes, please explain.		YES <input type="checkbox"/>	NO <input type="checkbox"/>
Has the company been involved with bankruptcy or insolvency proceedings in the pas (7) Years'?		YES <input type="checkbox"/>	NO <input type="checkbox"/>
Is yes, please list the litigations in details.			
Date:	Balance:	Date:	Balance:
Vendor:		Vendor:	
Reason:		Reason:	

Bank Reference	
Institution Name:	Institution Name:
Checking Account#:	Checking Account#:
Contact Name:	Contact Name:
Address:	Address:
Contact Name:	Contact Name:
Phone:	Phone:

I have read and acknowledge the terms and conditions contained on this page 1

Trade Reference

Company Name		Company Name	
Contact Name:		Contact Name:	
Address:		Address:	
Email:	Phone:	Email:	Phone:
Account Opened Since:		Account Opened Since:	
Credit Limit:	Current Balance:	Credit Limit:	Current Balance:

Accounting /Billing Information

Company Name:	Bill To:
Accounting Contact:	Email Invoices To:
Phone:	

ACH Information (provide voided check)

Account Name:	Bank Contact:		
Bank Name (as shown on statement):			
Address:	City:		
State:	Zip:	<input type="checkbox"/> Checking	<input type="checkbox"/> Savings
Routing Number:	Account Number:		

Connor's Jet Age Fuel, Inc to debit my bank account agreed upon purchases. I understand my information will be saved to file for future transactions on my account.

Credit Card Information (provide photocopy of card)

Card Type:	<input type="checkbox"/> MasterCard	<input type="checkbox"/> VISA	<input type="checkbox"/> Discover	<input type="checkbox"/> AMEX
Cardholder Name (as shown on card):				
Credit Card Number:			Expiration Date	
Card Billing Address:				
City:			State:	

The credit card, listed above, will be kept on file and processed if the balance due is as not been paid for under the agreed net terms. There will be a \$3.50 in-house convenience fee added to the total bill. As the credit cardholder and the undersigned below, I also authorize Connor's Jet Age Fuel, Inc. to charge my credit for future purchases verbally (or written) approved by rite.

Cardholder Name (print)

Cardholder Signature

Date

I have read and acknowledge the terms and conditions contained on this page 2

TERMS AND CONDITIONS

The individual, proprietorship, partnership or corporation ("Client") and each individual guarantor ("Guarantor") entering this Open Account Application - Open Account Agreement (or opening a C.O.D. account) (both hereinafter referred to as the "Agreement") with Connor Jet Age Fuel, Inc. ("CJAF") do hereby agree:

- 1. DEFINITIONS:** Except where otherwise expressly stated in this Agreement, all terms herein employed shall have the same definition as set forth in the Uniform Commercial Code as adapted and presently effective in the State of Florida.
- 2. AGREEMENT BETWEEN MERCHANTS:** This Agreement shall be deemed an agreement between merchants as that term is defined by the Uniform Commercial Code of the State of Florida.
- 3. CLIENT INFO:** CJAF and Client agree to work from a written or purchase order. All purchase orders will have Bill To / Ship To information, order date, shipping date, due date, cancellation date, description of product or service, quantity, unit price, extended totals, grand total for order, and an authorized signature.
- 4. DELIVERY AND FREIGHT:** All prices are F.O.B. Destination. Freight charges will be added to invoice totals. Delivery by CJAF to carrier shall constitute delivery to Client.
- 5. PAYMENT TERMS:** Unless otherwise agreed in writing, all amounts due to CJAF by Client are payable in full within **10** days of the receipt of fuel. All payments made pursuant to this Agreement and any invoices hereunder shall be made to: Connor's Jet Age Fuel, Inc. 519 Pennsylvania Ave. Clearwater, FL.
- 6. FINANCE CHARGES:** Client agrees to pay according to the terms of this Agreement and each invoice. Finance charges of 18% per month, may be charged on any invoice or fraction of it remaining unpaid after the due date specified on the invoice.
- 7. LIEN AND SECURITY INTEREST:** CJAF shall have a lien on, and Client grants CJAF a security interest in, all products ordered by the Client until all obligations of the Client to CJAF are paid in full. Client grants to CJAF the right to enter there property and regain access to fuel or pledged collateral in the event the invoice has been unpaid for 60 days or more.
- 8. LIABILITY:** CJAF is not liable for any defect or damage from transport or use of the fuel product it sells after the Client takes possession.
- 9. INDEMNIFICATION:** Client shall indemnify and hold CJAF and its directors, officers, employees and agents harmless from all claims, liability, damages, costs and expenses of any nature whatsoever arising out of or in connection with the use or resale of CJAF fuel.
- 10. CLERICAL ERRORS:** Client and CJAF agree that clerical errors may be corrected at any point after they are discovered.
- 11. ASSIGNMENT:** CJAF, at its own election, may assign its rights under the terms and conditions of this Agreement to party without notification to Client.
- 12. NOTICES/NOTIFICATION:** Any notices to Client by CJAF shall be deemed to have been duly given when deposited in the United States mail, postage prepaid, to Client at the address for Client shown on this CJAF application.
- 13. SEVERABILITY:** If any clause of this Agreement is held unconscionable by any court of competent jurisdiction, the clause in question shall be modified to eliminate the unconscionable element and as so modified the clause shall be binding on the parties. If the clause cannot be so modified, it shall be deleted from this Agreement. The remaining provisions of the agreement shall not be affected by the modification or deletion of any unconscionable clause.
- 14. CREDIT APPROVAL:** This Agreement is not binding on CJAF until accepted by CJAF. Client and Guarantor do hereby waive notice of acceptance of this Agreement.
- 15. ATTORNEY FEES AND EXPENSES:** In the event of default the Client and Guarantor agree to pay any and all costs incurred by CJAF arising from the breach, including attorney fees and legal costs.
- 16. CREDIT CHECK.** Client and Guarantor(s) do hereby give consent and authorization to CJAF to obtain and/or review background and/or any consumer or commercial credit agency records, both personally and for the Client, and to contact any credit references contained herein for the purpose of establishing and maintaining credit with CJAF. CJAF will hold all such information confidential. Client and Guarantor agree to provide such additional financial data and/or documents that CJAF may reasonably feel are necessary. Both Client and Guarantor(s) hereby consent to CJAF 's use of a non-business consumer credit report on Guarantor(s) in order to further evaluate the credit worthiness of Guarantor(s) as principal(s), member(s), partner(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this Open Account Agreement. The Guarantor(s) do hereby authorize CJAF to utilize a consumer credit report on the Guarantor(s) from time to time in connection with the extension or continuation of the business credit represented by this Open Account Agreement. The Guarantor(s) as (an) individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et seq. Both Client and Guarantor(s) agree to the release of credit information including the reporting of credit history to credit reporting agencies. These authorizations granted under Section 27 are continuing without expiration.

17. NOTICE. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derived from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act, The federal agency that administers compliance with the law concerning this creditor is the Federal Trade Commission.

18. COMPLETE AGREEMENT /MODIFICATION: This Agreement is the entire agreement between the parties and all negotiations, discussions, representations, and other communications between the parties are merged herein. No modification may be made herein except in writing and signed by the parties hereto; provided, however, that CJAF may modify this Agreement with either the Client or the guarantor without the signature or consent of the other party, but such modification shall not be binding on the other party, except as otherwise provided herein.

19. RETURNED CHECKS /ACH: For any returned check and ACH regardless of reason for return, Client agrees to pay a returned check charge of \$50.00 for each returned.

20. PERSONAL GUARANTEE: In consideration for CJAF extending credit to Client, Guarantor(s) hereby jointly and severally guarantee the prompt performance of the duties and obligations set forth in the above agreement and payment to CJAF, its successors, and assigns from Client and its related entities (hereinafter collectively referred to as Client), together with interest at the rate of 1.5% per month, on all amounts not paid within 30 days after due date, both before and after judgment, all costs of collection, including fees of any collection agency, and attorney fees whether hourly or contingent, but not to be less than 20% of the amount due if contingent. Liability of the Guarantor(s) shall not be affected or prejudiced by the additional acceptance of a note or other evidence of indebtedness, the extension of time for payment, payment affecting said indebtedness, and the undersigned hereby waives notice of any or all of the aforesaid. The filing of suit or exhaustion of collection or legal remedies against Debtor shall not be a condition precedent to the enforcement of this guarantee and the Guarantor(s) hereby expressly waive(s) presentment for payment, demand, protest, notice of protest diligence. This guarantee shall be a continuing guarantee.

21. REVOCATION: This Agreement shall continue in full force and effect until revoked in writing as hereinafter set forth, and shall cover all indebtedness incurred pursuant to this Agreement. Client specifically understands that the account of the Client may, from time to time, be paid in full, and a new indebtedness subsequently created, and Client specifically agrees that this Agreement shall cover all such indebtedness. This Agreement shall be in effect until either party terminates it in writing so long as both parties' consent that no disputes or liabilities are outstanding.

22. FORCE MAJEURE: CJAF shall not be liable for any delay in delivery of, or failure to deliver, any or all of the products or services ordered by Client where the delay or failure is caused by labor troubles, strikes, lockouts, war, riots, insurrection, civil commotion, failure of supplies from ordinary sources, fire, flood, storm, accident, any act of God, or any other cause beyond the control of CJAF.

23. JURISDICTION: This Agreement shall be governed by the laws of the State of Florida. The Federal and state courts of the State of Florida shall have the exclusive jurisdiction of all disputes arising from this Agreement.

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein.

Customer Name (print)

Connor's Jet Age, Inc Representative (print)

Signature

Signature

Date

Date

I have read and acknowledge the terms and conditions contained on this page 4