

Executive Charge, Inc. Account Application

PLEASE ENSURE THAT YOU AGREE TO ALL OF THE FOLLOWING BEFORE CONTINUING:

1. Executive Charge, Inc is authorized to verify any and all information listed on this credit application, including the procurement of a credit report from an outside reporting agency.
2. Executive Charge, Inc. reserves the right to extend or deny this credit application based upon customer's present credit position with Executive Charge, Inc., and it is expressly understood that Executive Charge, Inc. reserves the right as its unrestricted option to alter such credit terms. If customer shall fail to live up to the terms of this or any other contract with Executive Charge, Inc., the latter shall have the unrestricted option, to defer further services until customer defaults have been wholly made good, and/or to declare all outstanding bills of the customer to be (and thereupon the same shall be and become) due and payable forthwith.
3. Customer agrees to pay Executive Charge, Inc. for all transportation services provided by transportation affiliates of Executive Charge, Inc. Such transportation shall be provided to customers, its affiliates, partners, representatives, employees, guests, agents, customers, clients and others who identify themselves as authorized users and Executive Charge, Inc. will bill customer accordingly. Such services are provided by owner operator independent franchises of said affiliates.
4. Customer agrees to pay Executive Charge, Inc. for all charges billed under customer's account number including waiting time and "no show" charges and all other charges specified in Executive Charge, Inc.'s Rate Book, as same may be modified from time to time. Customer acknowledges that usage of this account by individuals or voucher numbers can not be policed by Executive Charge, Inc. and that Executive Charge, Inc. has recommended to customer implementation of a No Voucher No Ride account (NVNR) for security reasons.
5. Payments for services rendered are due in full upon receipt of invoice. Failure to remit payments on a timely basis may result in the closure of customer's account. Customer agrees to pay interest at a rate of 1.5% per month (or any portion thereof) for invoices not paid within 30 days from the date thereof. The customer agrees that whenever an attorney is hired by Executive Charge, Inc. to collect any invoices or enforce any obligations of customer under this Agreement, the customer shall pay all of Executive Charge, Inc.'s attorney's fees, costs and expense relating to such collection.
6. The signatory warrants that he/she is authorized to enter into this agreement on behalf of the customer and that the firm listed will assume all financial obligations with regard to Executive Charge, Inc. charges incurred on its account.
7. This agreement is made under and shall be governed by the laws of the State of New York. Any action or proceeding based on or relating to this Agreement shall be maintained and prosecuted only in the Civil Court of the city of New York, the Supreme Court of the State of New York, Kings County, New York of the United States District Court for the Southern District of New York and customer consents to jurisdiction of such courts and agrees that any process or other documents may be served upon it by registered mail, mailed to the customer at the address set forth in the first page hereof.
8. Executive Charge, Inc. shall not be held responsible for any loss or damage arising out of delays occasioned directly or indirectly by Acts of God, or any other emergency or condition beyond the control of Executive Charge, Inc.
9. This Agreement is not assignable or transferable by customer without consent of Executive Charge, Inc. to such assignment or transfer. The face and reverse of this writing constitute the entire Agreement, and no representation, warranties, or conditions shall be valid with respect thereto excepting those specifically herein contained. This Agreement cannot be changed or terminated, and no provision thereof can be waived, except by a writing signed by Executive Charge, Inc. No waiver by either party of any default or breach of any provision hereof shall be deemed a waiver of any subsequent default or breach.
10. Customer agrees to pay all sales, use, excise or similar taxes if any, applicable to the services. In addition, customer agrees to pay an administration fee which is charged and applied on a per trip basis, (service charge).
11. Applicant agrees to be bound by the terms and conditions of this credit application - Corporate Voucher Agreement. Applicant acknowledges that this order will become a binding contract only after the order has been submitted and Executive Charge, Inc. has indicated its acceptance by notice to Applicant of Applicant's account number. No modifications or additions shall be binding upon Executive Charge, Inc. and/or its affiliates unless agreed to in writing.
12. Specifically for those customers who have opted to pay for their account via credit card(s), the following conditions are agreed to: You agree that Executive Charge, Inc. can charge your credit card or debit card ("Card Payment"), or initiate an electronic funds transfer out of your bank account ("EFT Payment") for payment of all amounts payable under this Agreement. With respect to such charges the following authorization applies: You authorize automatic and on demand Card Payments or EFT Payments by Executive Charge, Inc. You agree that the charges described above will be billed to the credit or debit card provided by you. You must provide current, complete, and accurate information for your billing account, and promptly update any changes (such as a change in billing address, credit card number, credit card expiration date, bank account number) and contact email address. Changes to such information can be made by calling Executive Charge, Inc. Customer Service. If you fail to provide us with any of the foregoing information, you agree that Executive Charge, Inc. may continue charging you for any service provided under your account. In addition to Administrative fees that you may owe, if we are unable to process your credit or debit card at any time or we otherwise do not receive electronic payment from you by its due date, your account may be immediately suspended and you will remain responsible for all amounts payable by you to us. If we do not receive your payment before your next statement is issued, your account may be terminated due to your default or nonpayment and you will be liable for any collection costs as outlined above. Your card issuer agreement governs use of your credit or debit card payment in connection with this Service and you must refer to that agreement with respect to your rights and liabilities as a cardholder. If we do not receive payment from your credit or debit card issuer or its agent, you agree to pay us all amounts due upon demand by us. You agree that Executive Charge, Inc. will not be responsible for any expenses that you may incur resulting from overdrawing your bank account or exceeding your credit limit as a result of an automatic charge made under this Agreement.

EXECUTIVE CHARGE, INC. MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AS TO THE SERVICE COVERED HEREBY, EXCEPT AS PROVIDED IN THE TERMS AND CONDITIONS OF THIS AGREEMENT.

ACCEPTED

_____ (Sign here)

_____ (Print Name)

_____ (Title)

Representing _____

Executive Charge Inc.

1440 39th St., Brooklyn, NY 11218 Tel - (718)438-1100 Fax - (718)438-2930

CREDIT APPLICATION – CORPORATE VOUCHER AGREEMENT

<u>Company Name here if Corporate Account</u>		Individual Name if Personal Account	
<u>Address:</u> Street		Attention	
City	State	Zip	
Email		Phone	
How did you learn about our service?			

I would like this account set up as a (please check one): credit card account direct bill account

For Company Accounts:

Contact Name:	Dunns Number	Years in Business
Description of business		# of employees
Tax ID #		

CREDIT CARD INFORMATION (for personal accounts and credit card Company Accounts)

Credit Card Number	Expiration Date (MM/YY)
Name on card	Credit Card Type
Card security code	Customer Signature

BANK REFERENCE (for Company / Personal / Credit Card Accounts)

Bank Name	Address	City/State/Zip
Account #	Bank Officer Contact	Phone

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS HEREIN AND ON THE EXECUTIVE CHARGE INC, CORPORATE VOUCHER AGREEMENT HEREOF AND CUSTOMER AGREES TO BE BOUND THEREBY, NO MODIFICATIONS OR ADDITIONS SHALL BE BINDING UPON EXECUTIVE CHARGE, INC. AND/OR ITS AFFILIATES UNLESS AGREED TO IN WRITING.

Signatures

Authorized individual:	Title:	Date:
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This order will become a contract only when signed by the customer and sent back to Executive Charge, Inc. Acceptance by Executive Charge, Inc is given by notice to customer that Executive Charge, Inc. has issued customer an account number. I hereby agree to the Terms and Conditions outlined in the Executive Charge, Inc. credit application. I certify that I am properly authorized to submit this Application on behalf of the Applicant.

For Office Use: Account # _____ Date: _____

Please complete the above and send to Customer Service. Our email is customerservice@executivecharge.com and our fax number is (718)438-2930