



CREDIT APPLICATION

Note: Credit Card Customers are only required to complete the highlighted portions of the form.
All other customers should complete the entire form when applying for credit, updating and renewing credit.

BUSINESS CONTACT INFORMATION

Date: Please check one: COD Company Check <input type="checkbox"/> Credit Card <input type="checkbox"/> Net 30 <input type="checkbox"/>			
Company name:		Credit Line Requested:	
Phone:	Fax:	E-mail:	
Registered company address:			
City:	State:	ZIP Code:	
Date business commenced:		If Corporation, What State:	
Sole Proprietorship: <input type="checkbox"/>	Partnership: <input type="checkbox"/>	Corporation: <input type="checkbox"/>	Other: <input type="checkbox"/>

BUSINESS AND CREDIT INFORMATION

Registered Business Name:		Date Established:	
City:	State:	ZIP Code:	
Federal Id #		Dun & Bradstreet#	
Resale #		Social Security#	

CORPORATE OFFICERS, PARTNERS or PROPRIETORS

Name:	Name:	Name:
Title:	Title:	Title:
Street:	Street:	Street:
City:	City:	City:
State, Zip:	State, Zip:	State, Zip:
Direct #	Direct #	Direct #
SS#	SS#	SS#

LIST PRINCIPAL TRADE REFERENCES

Company name:		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-mail:
Type of account:		
Company name:		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-mail:
Type of account:		
Company name:		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-mail:
Type of account:		

BANK INFORMATION

Name:	Bank Contact Person:
Street:	Account No.:
City:	Phone:
State:	Fax:
Zip Code:	

CREDIT AGREEMENT**Authorization for Release of Bank Information**

To Whom It May Concern,

My execution of the Credit Agreement below authorizes you to provide Bay Island Sportswear, Inc. with information it requests regarding the status of Customer's account(s).

Terms

The undersigned, on behalf of the person(s) or entity shown in the Business Contact and/or Business and Credit Information Sections herein above and here after referred to as "Customer," agrees to the following credit terms:

1. The information furnished in the credit application is true, complete, and accurate. Bay Island Sportswear, Inc. is authorized to obtain a credit report and other credit information on the Customer for the purpose of evaluating the creditworthiness of the Customer in connection with this credit application and agreement. Customer further agrees to provide such additional financial information to Bay Island Sportswear, Inc. as it requests.
2. Customer agrees to pay all sums as they come due pursuant to invoiced payment terms. Customer agrees to pay a monthly late charge on past due balances of 1.5% (annual rate of 18%) or the maximum rate otherwise allowed by law; and further agrees to pay reasonable attorneys' fees, expenses and costs incurred in enforcing this Agreement, including without limitation, fees and costs incurred in a bankruptcy proceeding, whether or not a lawsuit is filed. Customer consents to the personal jurisdiction of the courts of the State of South Carolina and agrees that venue may be placed in Greenwood County, South Carolina, at the option of Bay Island Sportswear, Inc. and waives any objection Customer may have to such personal jurisdiction and/or venue. This agreement and the Terms and Conditions will be construed, and the rights, duties, and obligations of the parties will be determined in accordance with the laws of the State of South Carolina, without regard to its conflicts of law principles.
3. Customer and the undersigned individual shall remain or become liable for all amounts owing under this Agreement following a sale or transfer of Customer or its assets, or a change in the structure of Customer, unless Bay Island Sportswear, Inc. consents to the transfer of Customer's account in writing and the transferee assumes all obligations hereunder and completes and executes a new Credit Application and Agreement inclusive of any then outstanding balances. Customer shall notify Bay Island Sportswear, Inc. in advance of any sale, transfer or change in the structure of Customer's business.
4. Customer grants Bay Island Sportswear, Inc. a security interest in all goods it orders from Bay Island Sportswear, Inc. and all products and proceeds thereof, including accounts receivable related to the goods.
5. Customer has reviewed Bay Island Sportswear, Inc. Ordering Terms & Conditions of Sale and General Terms & Conditions of Sale and hereby accepts and agrees to comply with those terms and conditions, along with the terms set forth in this Credit Agreement (collectively, the "Terms and Conditions"), and agrees that such Terms and Conditions supersede those contained in any purchase order or other Customer document regarding the subject matter hereof. The Ordering Terms & Conditions of Sale and General Terms & Conditions of Sale available at, www.bayislandsportswear.com, are hereby incorporated into this agreement as if restated herein verbatim and by executing below, the Customer and the individual executing this agreement acknowledges that such terms have been fully reviewed and accepted as part of this agreement.
6. The undersigned individual represents and warrants that he/she is duly authorized to execute and enter into this Credit Agreement on behalf of the Customer.
7. Bay Island Sportswear, Inc. has the right to terminate any extension of credit to Customer at any time without notice in the event that Customer fails to comply with this Credit Agreement, the Terms and Conditions, or any other Bay Island Sportswear, Inc. terms and conditions or at any time Bay Island Sportswear, Inc. reasonably deems itself insecure in extending credit.
8. No provision, or any part of any such provision of this Credit Agreement, which may be stricken or deemed unenforceable, shall in any way invalidate the remainder of any such provision or any other provisions of this agreement, all of which shall remain in full force and effect.

Personal Guaranty

The undersigned individual (the "Guarantor") personally and unconditionally guarantees prompt payment to Bay Island Sportswear, Inc. of any and all obligations owed by the Customer. This personal guaranty is a continuing and irrevocable guaranty of payment. Guarantor waives notice of default and nonpayment. Guarantor agrees to pay all costs, expenses and attorneys' fees incurred in enforcing this guaranty, including without limitation, fees and costs incurred in a bankruptcy proceeding, whether or not a lawsuit is filed. Guarantor consents to the personal jurisdiction of the courts of the State of South Carolina and agrees that venue may be placed in Greenwood County, South Carolina, at the option of Bay Island Sportswear, Inc. This personal guaranty is governed by South Carolina law. Guarantor consents to Bay Island Sportswear, Inc. obtaining a credit report on Guarantor for the purpose of evaluating his/her creditworthiness, in connection with an application for business credit.

Please submit both pages with signatures along with a copy of your most recent financial statement. Any Financial statement submitted with this application will facilitate the establishment of your account and will be relied upon by our company. All statements will be kept strictly confidential.

SIGNATURES

Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

Signature:	Please fax form to 864.953.2112 and mail original to Bay Island Sportswear, Inc. 1415 Emerald Rd, Greenwood, SC 29646 or scan and save documents as a JPEG then attach to your e-mail and send to credit@bavislandsportswear.com
Print Name:	
Title:	