



SOUTHERN WINE & SPIRITS OF CALIFORNIA

Division of Southern Wine & Spirits of America, Inc.

P.O. BOX 5001 • 33321 DOWE AVENUE

UNION CITY, CA 94587

PH: (800) 548-3332

FAX: (510) 477-7773

e-mail: newaccountsca@southernwine.com

For office use only

Acct# _____

Please circle one:

UC

CE

APPLICATION AND CREDIT AGREEMENT

THIS APPLICATION MUST BE PROMPTLY AND COMPLETELY FILLED OUT BY THE CUSTOMER FOR
ALL NEW ACCOUNTS OR CHANGES IN THE OWNERSHIP STATUS

For the purpose of establishing credit with SOUTHERN WINE AND SPIRITS (hereafter "Southern"), the undersigned applicant(s) furnish and represent the information set forth in this credit application as true and accurate. It is understood and agreed that in deciding whether or not to extend credit to licensee, Southern is relying on the truth of the information furnished herein regarding licensee's credit. Licensee authorizes Southern to contact licensee's credit references and to check licensee's credit history with credit bureaus and others. Except as agreed herein, Southern will not disclose your private information unless it is required to do so by law, to verify your continuing financial stability or in an effort or action to collect your unpaid debt to Southern. Southern will store and dispose of your private information in accordance with law and reasonable business practices. It is understood and agreed that Southern reserves the right to refuse to extend credit to licensee at any time. The undersigned understand(s) and agree(s) to Southern's terms of sale:

1. All invoices are due thirty (30) days from the date thereof.
2. All sales are made in accordance with state law, including provisions of the Alcoholic Beverage Law mandating a one-percent (1%) penalty on all past-due invoices from the forty-third (43rd) day from the date of delivery and each thirty (30) days thereafter.
3. In addition to the state-mandated penalty charge, a one percent (1%) carrying charge will be charged on all past-due invoices from the forty-third (43rd) day from the date of delivery and each thirty (30) days thereafter.
4. In the event there is a dispute as to the validity of any amount due, or any part thereof, the party who is the prevailing party shall be entitled to reasonable attorney's fees and costs as provided for in California Civil Code Section 1717.5.
5. Regardless of licensee's location, any lawsuit involving a dispute between Southern and licensee may be filed in the courts of Alameda or Los Angeles County, California at Southern's option.
6. The maximum charge allowed by California Civil Code Section 1719 will be assessed on checks returned by the bank.

ABC License # _____ Trade Name _____ Slmn# _____

Name(s) of Licensee _____ Business Telephone (____) _____

Address of Business _____ City _____ Zip Code _____

This business will be operated as a: ☐ Sole proprietorship (one person owns business) ☐ Partnership (two or more own business)
☐ Corporation ☐ Limited Liability Company

If Corporation or LLC provide your Federal I.D. # _____

Name and Capacity of person(s) signing this application:

(1) _____ (2) _____ (3) _____
Name Name Name

Capacity Capacity Capacity

Social Sec. No. (1) _____ (2) _____ (3) _____

Date of Birth (1) _____ (2) _____ (3) _____

Driver's Lic. No. (1) _____ (2) _____ (3) _____

Home Address (1) _____ (2) _____ (3) _____

Home Telephone (1) (____) _____ (2) (____) _____ (3) (____) _____

Do you own property? ☐ Home ☐ Commercial ☐ Home ☐ Commercial ☐ Home ☐ Commercial

Location of property (1) _____ (2) _____ (3) _____

Value of Liquor License \$ _____ Estimated monthly order \$ _____ Am't of Credit Line requested\$ _____

Have any of the above applicants ever done business with Southern before? ☐ yes ☐ no

If yes, please give d.b.a. and address _____

Previous Business Experience _____

Signature (1) _____ (2) _____ (3) _____

Print Name (1) _____ (2) _____ (3) _____

Date (1) _____ (2) _____ (3) _____

The completed attached Appendix A must be submitted in order to open an account

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Forward original application to the address listed above, to the attention of New Accounts

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CONTINUING PERSONAL GUARANTY

This continuing guaranty of the indebtedness of the within named corporation, limited liability company or trust, whatever the case may be, is entered into and delivered on _____, 20____, to Southern, or creditor at Union City, or Cerritos, California by the following guarantor(s) in accordance with the recitals, terms and conditions set forth herein.

RECITALS

1. If corporation or limited liability company:
 - A. _____ (Name) guarantor herein is a shareholder, director or officer of _____ (Corporation), which does business under the trade name _____ (d/b/a), and has a direct financial interest therein.
 - B. Southern Wine & Spirits is a licensed wholesaler of alcoholic beverages, and distributor of non-alcoholic products.
 - C. In order to obtain credit for the purchase of alcoholic beverages, or non-alcoholic products from Southern by _____ (Name of business), guarantor(s) is entering into this guaranty agreement.

GUARANTY

1. In consideration of Southern, granting credit to _____ ("purchaser"), whose address is _____, CA _____ (zip code), for the purchase of merchandise from Southern the undersigned guarantor(s) does hereby unconditionally guarantee prompt repayment, when due, of all amounts advanced by Southern to purchaser for use in purchaser's business described above. If purchaser defaults in the payment of any such indebtedness, guarantor(s) will pay to Southern on its order or demand the amount due.
2. This is an open and continuing guaranty. Notice of acceptance is waived. This guaranty shall remain in full force until guarantor(s) delivers to Southern written notice revoking it as to indebtedness incurred subsequent to such delivery. Such revocation shall not affect any obligations under this agreement with respect to any indebtedness incurred before revocation by purchaser.
3. Guarantor(s)' liability will continue notwithstanding the incapacity, death, or disability of any person. The failure by Southern to file or enforce a claim against the estate (either in receivership, bankruptcy, or other similar proceeding) of purchaser or of any person shall not effect guarantor(s)' liability under this instrument. Nor shall guarantor(s) be released from liability if recovery from purchaser, any other guarantor, or any other person, becomes barred by any statute of limitations or is otherwise prevented.
4. This continuing guarantee shall apply to all merchandise sold to any agent of the license at the above location and to all other locations owned by and/or affiliated with the liquor license set forth above, whether existing now or in the future.
5. Guarantor(s) waives notice and any right to require Southern to proceed against purchaser as a prerequisite to the enforcement of the guaranty.
6. Guarantor(s) agrees that in the event the indebtedness being guaranteed herein is the indebtedness of a trust, or of any entity of which the trust is a shareholder or partner, as set forth in the applicable paragraph A hereinabove, that guarantor(s) expressly waives any and all rights conferred upon guarantor(s) by the provision of California Probate Code section 18000, which protects a trustee and trust from liability for contracts entered into by the trustee on behalf of a trust. Guarantor(s) understands and acknowledges the significance and consequence that Southern may proceed against the trust in accordance with Probate code Section 18004.
7. In any action on this guaranty agreement, attorney's fees and costs shall be awarded to the party determined therein to be the prevailing party.
8. This agreement and personal guarantee has been entered into and is to be performed in the county of Division Location, and any action brought hereunder shall be brought in said County and State or in the applicable federal court at the option of and in the sole discretion of seller.

IN WITNESS WHEREOF the undersigned Guarantor(s) have executed this guaranty this

_____ day of _____, 20_____.

(1) _____	(2) _____	(3) _____
Guarantor (signature only no title)	Guarantor (signature only no title)	Guarantor (signature only no title)

(1) _____	(2) _____	(3) _____
Guarantor (printed name)	Guarantor (printed name)	Guarantor (printed name)

The completed attached Appendix A must be submitted in order to open an account

Forward original application to the address listed above, to the attention of New Accounts

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APPENDIX A

California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____
2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from Southern Wine & Spirits of the item(s) I have listed in paragraph 5 below.
4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.
5. Description of product to be purchased for resale: _____

<input type="checkbox"/> Liquor	<input type="checkbox"/> Coffee
<input type="checkbox"/> Wine	<input type="checkbox"/> Coffee Accessories
<input type="checkbox"/> Water	<input type="checkbox"/> Other: _____
6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

Name of Purchaser

Address of Purchaser

Telephone Number

Email Address

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE

Printed Name of Person Signing & Title

Date



**ELECTRONIC FUNDS TRANSFER/AUTOMATED CLEARINGHOUSE/
TRADING PARTNER AUTHORIZATION AGREEMENT**

PO Box 5001 ~ 33321 Dowe Avenue Union City, CA 94587

Phone: 800-282-4797 Option 1, then 3 ~ Fax: (510) 477-7797 ~ E-mail: arnocal@southernwine.com

For office use only

Acct # _____

Please circle one:

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This Agreement governs Automated Clearinghouse ("ACH") transactions initiated by **SOUTHERN WINE & SPIRITS** (hereafter "**Southern**") to debit the Account(s), listed below, of _____ (the "**COMPANY**") to pay for goods and/or services provided to **COMPANY** by **Southern**. Both parties agree to be bound by NACHA Operating Rules as they pertain to ACH transactions, and acknowledge that they also must comply with applicable provisions of U.S. federal and state law.

This Agreement provides authorization for individual ACH transactions to be initiated by **Southern**, when individually authorized by any Authorized Agent, listed below, of the **COMPANY** using any Individual Transaction Authorization Method(s) specified below. This agreement supersedes any previous funds transfer agreement entered into between the parties. Both parties agree that this Agreement in conjunction with the use of any such Individual Transaction Authorization Method by such Authorized Agent will constitute proper authorization to debit **COMPANY'S** Account(s) listed below in the amount authorized by the Authorized Agent. This authorization will become effective immediately upon its receipt by **Southern**.

The **COMPANY** hereby (1) authorizes **Southern** to make debit and/or credit instructions for the purchase of goods and/or services to the ACCOUNT by EFT, (2) certifies that it maintains the ACCOUNT at the following financial institution, and (3) directs that all such debit and/or credit instructions be made to the ACCOUNT as provided below on the Trading Partner Enrollment form.

The **COMPANY** will give **Southern** thirty (30) days' advance written notice of any changes to this financial institution account information.

SIGNATURE OF COMPANY REPRESENTATIVE _____

PRINT NAME _____ **TITLE** _____ **DATE** _____

TERMS AND CONDITIONS

1. This Agreement is an amendment to any existing agreements between the parties which govern the terms and conditions of the purchase or lease of products or services.
2. Each party is responsible for its respective costs for network service charges and any and all other expenses it incurs for any reason relating to the transmission of EDI communications pursuant to this Agreement.
3. Neither party shall be liable to the other for any special, exemplary, incidental or consequential damage arising out of or resulting from the electronic payment of invoices.
4. Neither party shall be liable to the other for any damage, loss, injury or liability arising out of or resulting from interruptions, delays, defects, or garbling in the electronic transmission which are not the fault of the sending party or receiving party.
5. Either party may terminate this Agreement upon five (5) days advance written notice to the other, with no liability of any kind.
6. This Agreement may not be assigned by either party without the prior written approval of the other party. Notwithstanding the foregoing, nothing herein shall prevent Southern Wine & Spirits from assigning this Agreement to an Affiliate without the prior written approval of Company. For the purpose of this Agreement, "Affiliate" shall mean any entity under the control of, or under common control with Southern Wine & Spirits of America, Inc.
7. This Agreement shall be governed by the laws of the state of California and the rules of the Automated Clearing House.
8. Returned items fees may apply

Customer Contact Information

Contact Person: _____	Is Contact Person also an Authorized Agent? <input type="checkbox"/> Yes <input type="checkbox"/> No
Business Name: _____	ABC License #: _____
Business Address: _____	
Business Telephone #: _____	Fax #: _____ Email: _____
Additional Authorized Agent(s) – persons allowed to authorize payments: _____	
Transaction authorization method(s): <input type="checkbox"/> Telephone <input type="checkbox"/> Email ACH Notification will be by E-mail, if provided above.	

Customer Banking Information (An addendum is available if additional space is required)

1) Financial Institution Name: _____	Telephone #: _____
Name as listed on the Bank Account: _____	
Bank ABA/Routing Number: _____	Account #: _____ Ckg <input type="checkbox"/> Svg <input type="checkbox"/>
2) Financial Institution Name: _____	Telephone #: _____
Name as listed on the Bank Account: _____	
Bank ABA / Routing Number: _____	Account #: _____ Ckg <input type="checkbox"/> Svg <input type="checkbox"/>

Please complete and return the form by fax, email, or regular mail.