



SOUTHERN WINE & SPIRITS OF NEW YORK, INC.

P.O. BOX 9034 • 345 UNDERHILL BLVD.
SYOSSET, NY 11791-9034
PH: (516) 921-9005
FAX: (516) 921-9071

For office use only
Acct# _____
SS # _____
Chain # _____

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 & 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 term of sale:

1. All invoices are due within the time set forth in the SLA credit cycle;
2. All sales are made in accordance with state law.
3. A one percent (1%) carrying charge will be charged on all past-due invoices from the first legal day from the date of delivery and each thirty (30) days thereafter;
4. In the event of 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 allowed by law;
5. Regardless of licensee's location, any dispute between Southern and licensee may be filed in the courts of Nassau County, New York, at Southern's option.
6. A charge of \$30.00 will be assessed on the first occurrence of a check returned by the bank unpaid and a \$50.00 for second occurrence.

Spirit Rep # / Name _____ / _____ Wine Rep # / Name _____ / _____ Date _____

SLA License (Serial) # _____ Trade Name (DBA) _____

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: Bank Name: _____

(1) _____ Name _____ (2) _____ Name _____ Bank Address: _____

Capacity _____ Capacity _____ Bank Phone #: _____
Social Sec. No. (1) _____ (2) _____

Driver's Lic. No. (1) _____ (2) _____ Bank Account #: _____

Home Address (1) _____ (2) _____ Bank Contact: _____

Home Telephone (1) (_____) _____ (2) (_____) _____ Customer Signature for Bank

Do you own property? Home Commercial Home Commercial Reference: _____

Location of property (1) _____ (2) _____

Amount of Credit Line desired \$ _____ Estimated monthly order \$ _____

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 _____

Please attach separate listing of Trade References

Signature (1) _____ (2) _____ Delivery Time 8am-12pm 1pm-8pm 8am-8pm

Print Name(1) _____ (2) _____ DO NOT DELIVER (Specify) _____

Date (1) _____ (2) _____ Special Delivery Instructions: _____



CONTINUING PERSONAL GUARANTY

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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 Wine & Spirits Company, or creditor, at New York 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.
C. In order to obtain credit for the purchase of alcoholic beverages from Southern Wine & Spirits by _____ (Name of business), guarantor(s) is entering into this guaranty agreement.

GUARANTY

- 1. In consideration of Southern Wine & Spirits of America, Inc., a corporation ("Southern"), granting credit to _____ ("purchaser"), whose address is _____, NY _____ (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. Guarantor(s) waives notice and any right to require Southern to proceed against purchaser as a prerequisite to the enforcement of the guaranty.
5. 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 New York law to the extent it 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 as permitted by New York Law.
6. 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.
7. 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_____.

Guarantor (signature) Guarantor (signature) Guarantor (signature)
Guarantor (printed name) Guarantor (printed name) Guarantor (printed name)

STATE OF NEW YORK) ss.: COUNTY OF) On the _____ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said state appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, in individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.