



SOUTHERN WINE & SPIRITS OF UPSTATE NEW YORK, INC.

P.O. BOX 4705
 SYRACUSE, NEW YORK 13221-4705
 PHONE: (315) 428-2100
 FAX: (315) 410-5463

ACCOUNT #
For office use only

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, 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 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 prevailing party shall be entitled to reasonable attorney's fees and cost as allowed by law.
5. Regardless of licensee 's location, any dispute between Southern and licensee may be filed in the courts of Onondaga 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.

*SLA LICENSE SERIAL #: _____ *NY STATE TAX ID #: _____

LICENSEE NAME: _____ TRADE NAME (DBA): _____

BUSINESS ADDRESS: _____ CITY, STATE, ZIP: _____

BUSINESS PHONE #: (____) _____ HOURS OF OPERATION: _____

Business is operated as a: Sole Proprietorship (one person owns business) Partnership (two or more owners)
 Corporation Fed ID# _____ Limited Liability Company (LLC) Fed ID# _____

	FIRST APPLICANT	SECOND APPLICANT
APPLICANT(S) FULL NAME:		
APPLICANT(S) TITLE:		
SOCIAL SECURITY #:		
HOME ADDRESS, CITY, STATE, ZIP:		
HOME PHONE:		
Own property? If yes, provide address: RESIDENTIAL: _____ COMMERCIAL: _____		
Have you done business with SWS? If yes, provide location address:		
Other previous business experience:	**PLEASE ATTACH 3 TRADE REFERENCES**	
	BANK REFERENCE	BANK REFERENCE
BANK NAME:		
BANK ACCOUNT #:		
BANK PHONE #:		
BRANCH ADDRESS, CITY, STATE, ZIP:		
APPLICANT SIGNATURE:		
PRINT NAME:		
APPLICATION DATE:		

*A copy of a valid NYS Liquor Authority License must be attached
 *A copy of a valid NYS Certificate of Authority (or signed ST120) must be attached



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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 cases 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

- 7. 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 agreement with respect to any indebtedness incurred subsequent to such delivery. Such revocation shall not affect any obligation under this agreement with respect to any indebtedness incurred 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 cost 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 bought 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)

 Witness (signature)

 Witness (signature)

 Witness (signature)

 Witness (printed name)

 Witness (printed name)

 Witness (printed name)



Resale Certificate

Single-use certificate Blanket certificate Date issued _____
Temporary vendors must issue a single-use certificate.

Seller Information - please type or print

Seller's name Southern Wine & Spirits of Upstate New York, Inc.		
Address 3063 COURT STREET		
City SYRACUSE	State NY	ZIP code 13208

Purchaser Information - please type or print

I am engaged in the business of _____ and principally sell _____
(Contractors may not use this certificate to purchase materials and supplies.)

Part 1 - To be completed by registered New York State sales tax vendors

I certify that I am:

- a New York State vendor (including a hotel operator or a dues or admissions recipient), show vendor or entertainment vendor. My valid Certificate of Authority Number is _____
- a New York State temporary vendor. My valid Certificate of Authority Number is _____ and expires on _____

I am purchasing:

- A Tangible personal property (other than motor fuel or diesel motor fuel)
 - for resale in its present form or for resale as a physical component part of tangible personal property;
 - for use in performing taxable services where the property will become a physical component part of the property upon which the services will be performed, or the property will actually be transferred to the purchaser of the taxable service in conjunction with the performance of the service, or
- B A service for resale, including the servicing of tangible personal property held for sale.

Part 2 - To be completed by non-New York State purchasers

I certify that I am not registered nor am I required to be registered as a New York State sales tax vendor. I am registered to collect sales tax or value added tax (VAT) in the following state/jurisdiction _____ and have been issued the following registration number _____. (If sales tax or VAT registration is not required and a registration number is not issued by your home jurisdiction, indicate the location of your business and write *not applicable* on the line requesting the registration number.)

I am purchasing:

- C Tangible personal property (other than motor fuel or diesel motor fuel) for resale, and it is being delivered directly by the seller to my customer or to an unaffiliated fulfillment services provider in New York State.
- D Tangible personal property for resale that will be resold from a business located outside New York State.

Part 3 - Certification

I, the purchaser, understand that:

- I may not use this certificate to purchase items or services that are not for resale.
- If I purchase tangible personal property or services for resale, but I use or consume the tangible personal property or services myself in New York State, I must report and pay the unpaid tax directly to New York State.
- I will incur tax liabilities, in addition to penalty and interest, for any misuse of this certificate.

Please type or print

Purchaser's name as it appears on the sales tax registration		Name of owner, partner, or officer of corporation, authorizing the purchase	
Street address		Purchaser's signature	
City	State	ZIP code	Title

Substantial penalties will result from misuse of this certificate.

Instructions For Use of Resale Certificates

Form ST-120, *Resale Certificate*, is a sales tax exemption certificate. This certificate is only for use by a purchaser who:

- A** - is registered as a New York State sales tax vendor and has a valid Certificate of Authority issued by the Tax Department and is making purchases of tangible personal property (other than motor fuel or diesel motor fuel) or services that will be resold or transferred to the purchaser's customers, or
- B** - is not required to be registered with the New York State Tax Department;
- is registered with another state, the District of Columbia, a province of Canada, or other country, or is located in a state, province, or country which does not require sellers to register for sales tax or VAT purposes; and
 - is purchasing items for resale that will be either:
 - 1) delivered by the seller to the purchaser's customer or to an unaffiliated fulfillment service provider located in New York State, or
 - 2) delivered to the purchaser in New York State, but resold from a business located outside the state.

Note: For purposes of 1) above, delivery by the seller includes delivery in the seller's own vehicle or by common carrier, regardless of who arranges for the transportation.

If, among other things, a purchaser has any place of business or salespeople in New York State, or owns or leases tangible personal property in the State, the purchaser is required to be registered in New York State. If you need help determining if you are required to register because you engage in some other activity in the State, contact the Department (see the **Need Help** section). However, a purchaser who is not otherwise required to be registered in New York may purchase fulfillment services from an unaffiliated New York fulfillment service provider and have its tangible personal property located on the premises of the provider without being required to be registered in New York State.

If you meet the registration requirements and engage in business activities in New York State without possessing a valid Certificate of Authority, you will be subject to penalty of up to \$500 for the first day on which you make a sale or purchase, and up to \$200 for each additional day, up to a maximum of \$10,000.

Limitations on use

Contractors cannot use this certificate. They must either:

- issue Form ST-120.1, *Contractors Exempt Purchase Certificate*, if the tangible personal property being purchased qualifies for exemption as specified by the certificate, or
- issue Form AU-297, *Direct Payment Permit*, or
- pay sales tax at the time of purchase.

Contractors are entitled to a refund or credit of sales tax paid on materials used in repairing, servicing or maintaining real property, if the materials are transferred to the purchaser of the taxable service in conjunction with the performance of the service. For additional information, see Publication 862, *Sales and Use Tax Classifications of Capital Improvements and Repairs to Real Property*.

To the Purchaser

Enter all the information requested on the front of this form.

You may check the *Blanket certificate* box to cover all purchases of the same general type of property or service purchased for resale. If you do not check the *Blanket certificate* box, the certificate will be deemed a *Single-use certificate*. Temporary

vendors may not issue a blanket certificate. A temporary vendor is a vendor (other than a show or entertainment vendor), who, in no more than two consecutive quarters in any 12-month period, makes sales of tangible personal property or services that are subject to tax.

This certificate does not exempt prepaid sales tax on cigarettes. This certificate may not be used to purchase motor fuel or diesel motor fuel.

If you intentionally issue a fraudulent exemption certificate, you will become liable for penalties and interest, in addition to the sales tax initially due. Some penalties that may apply:

- 100% of the tax due
- \$50 for each fraudulent exemption certificate issued
- a misdemeanor penalty consisting of fines not to exceed \$10,000 for an individual or \$20,000 for a corporation
- loss of your Certificate of Authority

To the Seller

If you are a New York State registered vendor and accept an exemption document, you will be protected from liability for the tax, if the certificate is valid.

The certificate will be considered valid if it was:

- accepted in good faith,
- in the vendor's possession within 90 days of the transaction, and
- properly completed (all required entries were made).

A certificate is accepted in good faith when a seller has no knowledge that the exemption certificate is false or is fraudulently given, and reasonable ordinary due care is exercised in the acceptance of the certificate.

You must get a properly completed exemption certificate from your customer no later than 90 days after the delivery of the property or the performance of the service. When you receive a certificate after the 90 days, both you and the purchaser are subject to the burden of proving that the sale was exempt, and additional documentation may be required. An exemption certificate received on time that is not properly completed will be considered satisfactory if the deficiency is corrected within a reasonable period. You must also maintain a method of associating an invoice (or other source document) for an exempt sale made to a customer with the exemption certificate you have on file from that customer.

Invalid exemption certificates - Sales transactions which are not supported by valid exemption certificates are deemed to be taxable retail sales. The burden of proof that the tax was not required to be collected is upon the seller.

Retention of exemption certificates - You must keep this certificate for at least three years after the due date of the return to which it relates, or the date the return was filed, if later.



Need Help?

Tax information: 1 800 972-1233
Forms and publications: 1 800 462-8100
From outside the U.S. and outside Canada: (518) 485-6800
Fax-on-demand forms: 1 800 748-3676
Internet access: <http://www.tax.state.ny.us>
Hearing and speech impaired: 1 800 634-2110



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TRADE REFERENCE FORM

Account Name:

Owner Name:

Address, City, State, Zip:

Account #:

Dear Customer:

In order to establish a legitimate credit limit for your account with us, we will need to obtain further information. Please provide contact information for at least three of your current vendors that will provide us with reference information. If you have any questions about this request, please feel free to contact us directly at 1-800-767-5034. We thank you for your assistance and look forward to our future business relationship.

Vendor Name:	
Account Number:	
Phone Number:	
Fax Number:	

Vendor Name:	
Account Number:	
Phone Number:	
Fax Number:	

Vendor Name:	
Account Number:	
Phone Number:	
Fax Number:	

CUSTOMER SIGNATURE: _____

TODAY'S DATE: _____