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#_____

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 license'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 <u>Appendix A</u> must be submitted in order to open an account*****

<u>Forward original application</u> **to the address listed above, to the attention of New Accounts**

Rev 2010 03

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 <u>Appendix A</u> must be submitted in order to open an account*****

<u>Forward original application</u> **to the address listed above, to the attention of New Accounts**

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:_____

   ☐ Liquor ☐ Coffee
   ☐ Wine ☐ Coffee Accessories
   ☐ Water ☐ 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	
Signature of Purchaser, Purchaser's Employee or Authorized Representative	
Printed Name of Person Signing	Title
Address of Purchaser	
Telephone Number	Date

*****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**