



NEW ACCOUNT APPLICATION: SALES/CREDIT AGREEMENT (REV1.1)

BUSINESS CONTACT INFORMATION

Name (First/Last)		Title	
Company name		Liquor License(s) #(s) Held:	
DBA Name		Resale Permit No	
Phone Fax		<input checked="" type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Other (specify)	
E-mail			
Registered company address City, State ZIP Code			
Federal Tax ID #		In Business since	

PRINCIPAL OWNERS OR OFFICERS / BANK REFERENCES

Full Name		Bank:	
% Owned		Branch:	
Home Address		Contact/Phone:	
City, State ZIP Code		Address, City, State, ZIP Code	
Phone		Credit Line No (Secured/Unsecured)	
Social Security No		Checking Account number	
Driver's License No		Saving Account number	

CURRENT CREDIT/BUSINESS/TRADE REFERENCES (Company with at least 1 year association)

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

TERM OF SALE AGREEMENT

For the purpose of establishing credit with Alwaysgood Wines, LLC, the undersigned ("Applicant") warrants and represents that the information set forth in this credit application (which includes California Resale Certificate, collectively referred to as "Application and Credit Agreement") is true, correct, accurate and complete. The undersigned understand(s) and agree(s) that all purchases made by Purchaser from Alwaysgood Wines (Seller) are subject to the following terms and conditions:

1. All invoices are due thirty (30) days, unless otherwise specified, from date of invoice of goods.
2. All sales are made in accordance with state law, including provisions of the Alcoholic Beverage Control Law ("ABC") mandating (by Section 25509 of the California Business and Professions Code) a one-percent (1%) charge on all past-due invoices from the forty-third (43rd) day from the date of the invoice and each thirty (30) days thereafter. In addition to the state-mandated charge, a 0.74 percent (0.74%) 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.
3. Applicant agrees that all purchases of goods from Alwaysgood Wines are wholesale, not consumer, transactions, and that all goods purchased are for resale.
4. A charge of \$33.00 will be assessed on any of Applicant's check returned by the bank unpaid, unless otherwise specified.
5. In the event of any action by and between the parties to enforce the terms and conditions of this agreement, or any and all rights by and among the parties, including payment of any obligation, the prevailing party therein shall be entitled to recover actual attorney's fees incurred, in addition to any other amounts, including, but not limited to, all court costs.
6. Purchaser shall notify Seller by certifiedmail of any change of ownership or any information provided on this application. Purchaser warrants to Seller that all financial information on the reverse side of this application is true, correct and complete in all material respects, and Purchaser authorizes Seller to contact for further information any and all trade, bank, credit reporting

bureaus or any other reference as deemed necessary. In the event Purchaser fails to so notify in writing by certified mail Seller of any changes, Purchaser shall be liable for all credit extended prior to said written notification as though no changes in fact occurred, without prejudice to Purchaser's rights to proceed, additionally, against any successors.

7. Applicant shall be liable for all costs that Alwaysgood Wines may incur in the collection of past-due invoices, including collection costs and attorney's fees, as permitted by law.
8. Purchaser expressly agrees that Seller shall not be responsible for any nonconformity as to quantity, quality or price unless noted on the original delivery receipt at the time of delivery or unless the goods are rejected in writing within five (5) days of delivery, by certified mail, return receipt requested, to the Seller Claims arising from invoices must be made within seven working days;
9. In the event of default on any invoices Alwaysgood Wines LLC shall have the right to declare all invoices due and payable;
10. In the event legal action is instituted to enforce collection, to pay reasonable attorney's fees and cost for such legal action;
11. By submitting this application, the Purchaser expressly consent(s) and authorized Alwaysgood Wines to obtain a consumer credit report and/or financial information from my/our bank(s), other financial institutions or commercial firms with whom I/we have done business. It is understood that any such credit and/or financial information will be held in strict confidence and used only in consideration of this application.
12. Except as agreed herein, Alwaysgood Wines will not disclose any information provided by the Applicant to Alwaysgood Wines that is not otherwise available to Alwaysgood Wines ("Applicant's Private Information") unless Alwaysgood Wines is required to do so, (i) by law, (ii) to verify Applicant's continuing financial stability, or (iii) in an effort or action to collect Applicant's unpaid debt to Young's.
13. It is understood and agreed that Alwaysgood Wines reserves the right to refuse to extend credit to Applicant at any time and for any reason.
14. This is the entire agreement related to the subject matter hereof, and there are no other verbal or written agreements or understandings affecting the terms hereof except as otherwise referenced herein. This Agreement may be modified only by written agreement executed by Alwaysgood Wines. This Agreement may be assigned by Alwaysgood Wines in whole or in part. All rights and remedies of Alwaysgood Wines are cumulative and not alternative.
15. Should any one or more of the clauses of this Agreement be declared void or in violation of law, this Agreement shall remain in effect, exclusive of such clause or clauses.

The Undersigned understand(s) and agree(s) that the application for credit made to Applicant is a joint application by both Applicant and Principal Owner, and Applicant and Principal Owner are each, in their individual capacities, jointly and severally liable for all obligations due and owing to Alwaysgood Wines under this Agreement. The signatory below for the Undersigned represents and warrants that they have full power and authority to act on behalf of each of the Undersigned and apply to Alwaysgood Wines under this Agreement on behalf of each of the Undersigned.

SIGNATURES

Signature	Signature
Name and Title	Name and Title
Date	Date

INDIVIDUAL PERSONAL GUARANTY (by an Owner/Officer only)

I, _____, in consideration of your extending credit at my request to _____ (the Purchaser), personally and unconditionally guarantee the prompt payment of any and all indebtedness of the Purchaser to Alwaysgood Wines. The word "Indebtedness" is used in its most comprehensive sense and includes any and all advances to and any and all debts, obligations, and liabilities of Purchaser, whenever made, incurred, or created, whether voluntary or involuntary and however arising, whether originating in transactions between Alwaysgood Wines and Purchaser or assigned to Alwaysgood Wines, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and Purchaser may be liable individually or jointly with others, or whether recovery may be or become barred by any statute of limitations or otherwise become unenforceable. It is understood that this Guaranty shall be an absolute, continuing guaranty for such indebtedness of the Purchaser until revoked in writing by certified mail. Any indebtedness may be created, renewed, extended, modified, or altered, in whole or in part, without notice to the undersigned. The undersigned waives any right to require Alwaysgood Wines to proceed against Purchaser. The undersigned further waives any defense based on or arising out of any defense of Purchaser other than payment in full of the indebtedness, including without limitation any defense based on or arising out of the disability of Purchaser, the unenforceability of the indebtedness from any cause or the cessation from any cause of the liability of the Purchaser other than payment in full of the indebtedness. The undersigned further waives all presentments, demands for performance, notices of protest, notices of dishonor, notices of acceptances of this Guaranty and notices of the existence, creation, or incurring of new or additional indebtedness. In addition to the amounts guaranteed under this Guaranty, the undersigned agrees to pay reasonable attorneys' fees and all other costs and expenses incurred by Alwaysgood Wines in enforcing this Guaranty in any action or proceeding arising out of, or relating to, this Guaranty.

SIGNATURES

Signature (must be signed by an officer or principal of the firm)	Signature (must be signed by an officer or principal of the firm)
Name and Title	Name and Title
Social Security No.	Social Security No.
Date	Date

AUTHORIZATION FOR RELEASE OF INFORMATION:

I hereby warrant that the above information is true and correct, and is furnished for the purpose of establishing a vendor relationship with Alwaysgood Wines LLC. I hereby agree that Alwaysgood Wines LLC may investigate my record and that, if approved, Alwaysgood Wines LLC may furnish this authorization to secure the information they need to establish a business relationship. Alwaysgood Wines will store and dispose of Applicant's Private Information in accordance with law and reasonable business practices.

SIGNATURES			
Signature		Signature	
Name and Title		Name and Title	
Date		Date	

CDTFA-230 REV. 1 (8-17)
GENERAL RESALE CERTIFICATE

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

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 _____ of the item(s) I have listed in paragraph 5 below.
[Vendor's name]

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 property to be purchased for resale:

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

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DATE