



Southern Glazer's Wine & Spirits, LLC

New Account Requirements

Welcome to Southern Glazer's Wine & Spirits (SGWS). Please be advised, to be a customer with SGWS, you must have a valid and active ABC License.

Please review and complete all required forms included in our New Accounts Application Packet. If any of the documents are missing, incomplete, or incorrect, we will NOT be able to complete your account setup in a timely manner (typically within 24 hours of receipt).

All attached forms are fillable and may be completed on your computer. You may also choose to print the documents and handwrite them. Please print and sign all completed documents.

IMPORTANT – PLEASE READ

SGWS does not permit any type of digital signature. Please physically sign all documents in blue or black ink.

New Accounts Documents

- ✓ Appendix A - California Resale Certificate (Required to set-up account)
- ✓ Copy of Seller's Permit issued by State Board of Equalization (Required to set-up account)
- ✓ Credit Application (Required to be considered for credit terms)
- ✓ Personal Guaranty (Required to be considered for credit terms)
- ✓ E-Check Authorization Form (optional)
- ✓ E-Check Autopay Form (optional)
- ✓ Direct Warehouse Sales (DWS) Authorization Form (Required for accounts using DWS)
- ✓ Velocitor - Electronic Proof of Delivery Authorization Form (optional)
- ✓ Copy of current state-issued ABC License (not required, but helpful)

You may submit your completed packet using one of the following methods:

- By Fax: (510) 477-7773
- By E-mail: newaccountsca@sgws.com
- By Mail: Southern Glazer's Wine & Spirits, LLC
Attn: New Accounts
33321 Dowe Ave.
Union City, CA 94587

We will endeavor to process your application within 24 hours of receiving your completed documents packet (not including weekends and holidays). If you require further assistance, please contact us at:

(800) 252-4797 x 15507

< OR >

newaccountsca@sgws.com

We look forward to doing business with you



SOUTHERN GLAZER'S WINE & SPIRITS, LLC

P.O. BOX 5001 • 33321 DOWE AVENUE
 UNION CITY, CA 94587
 PH: (800) 548-3332 FAX: (510) 477-7773
 E-mail: newaccountsca@sgws.com

For office use only	
Acct# _____	
Please circle one:	
UC	CE
Sales Rep # _____	

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 GLAZER'S WINE AND SPIRITS, LLC (hereafter "Southern Glazer's"), 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 Glazer's is relying on the truth of the information furnished herein regarding licensee's credit. Licensee authorizes Southern Glazer's to contact licensee's credit references and to check licensee's credit history with credit bureaus and others. Except as agreed herein, Southern Glazer's 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 Glazer's. Southern Glazer's will store and dispose of your private information in accordance with law and reasonable business practices. It is understood and agreed that Southern Glazer's reserves the right to refuse to extend credit to licensee at any time. The undersigned understand(s) and agree(s) to Southern Glazer'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 Glazer's and licensee may be filed in the courts of Alameda or Los Angeles County, California at Southern Glazer'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 _____ Sales Rep Name & # _____

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

Address of Business _____ City _____ Zip Code _____

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

	Applicant 1	Applicant 2	Applicant 3
Name			
Capacity			
E-mail Address			
Social Security #			
Date of Birth			
Driver's License #			
Home Address			
Home Address 2			
Home Phone			
Do you own property?	<input type="checkbox"/> Home <input type="checkbox"/> Commercial	<input type="checkbox"/> Home <input type="checkbox"/> Commercial	<input type="checkbox"/> Home <input type="checkbox"/> Commercial
Property Location			

Value of Liquor License \$ _____ Estimated monthly order \$ _____ Amt of Credit Line requested\$ _____

Have any of the above applicants ever done business with Southern Glazer's before? Yes No

If yes, please give DBA 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***
Forward original application to the address listed above, to the attention of New Accounts**

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 Glazer's Wine and Spirits, LLC, 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 _____ (DBA), and has a direct financial interest therein.
 - b. Southern Glazer's Wine & Spirits, LLC 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 Glazer's by: _____ (Name of Business) guarantor(s) is entering into this guaranty agreement.

GUARANTY

1. In consideration of Southern Glazer's granting credit to _____ ("purchaser"), whose address is _____, CA _____ (zip code), for the purchase of merchandise from Southern Glazer's the undersigned guarantor(s) does hereby unconditionally guarantee prompt repayment, when due, of all amounts advanced by Southern Glazer's 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 Glazer's 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 Glazer's 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 Glazer's 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 Glazer's 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 Glazer's 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)

APPENDIX A

California Resale Certificate

Return via fax (510) 477-7773
or
E-mail: newaccountsca@sgws.com

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 Glazer's Wine and Spirits, LLC 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...
5. Description of product 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.

Table with 2 columns and 6 rows: Name of Purchaser, Address of Purchaser, Telephone Number, E-mail Address, Printed Name of Person Signing & Title, Signature of Purchaser, Purchaser's Employee, or Authorized Representative, Date of Signature



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@sgws.com

For office use only

Acct # _____
Please circle one:
UC CE

This Agreement governs Automated Clearinghouse ("ACH") transactions initiated by SOUTHERN GLAZER'S WINE & SPIRITS, LLC (hereafter "Southern Glazer's") to debit the Account(s), listed below, of _____ (the "COMPANY") to pay for goods and/or services provided to COMPANY by Southern Glazer's. 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 Glazer's, 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 Glazer's.

The COMPANY hereby (1) authorizes Southern Glazer's 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 Glazer's 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 Glazer's Wine & Spirits, LLC 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 Glazer's Wine & Spirits, LLC.
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? Yes [] No []
Business Name: _____ ABC License #: _____
Business Address: _____
Business Telephone #: _____ Fax #: _____ Email: _____
Additional Authorized Agent(s) - persons allowed to authorize payments: _____
Transaction authorization method(s): [] Telephone [] 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 [] Svg []
2) Financial Institution Name: _____ Telephone #: _____
Name as listed on the Bank Account: _____
Bank ABA / Routing Number: _____ Account #: _____ Ckg [] Svg []



Southern Glazer's Wine & Spirits, LLC
E-Check Automated Payments
Account Approval Form – Payments

For office use only	
Acct# _____	
<u>Please circle one:</u>	
UC	CE

Save time and money by signing up for our **Automatic E-Check Payment (AEP)**. For your convenience, we can now automatically deduct your payment from your checking account. No more checks to write, bills to open, or stamps to lick. Simply complete the information below and attach a voided check. Keep in mind that the Federal Government closely regulates the banking service industry. Any money drafted from your account must first have your approval. There are stiff penalties in place to merchants or processors who abuse this system.

Business name <i>(please print)</i>			
Business address	City	State	Zip Code
Business telephone number	E-Mail address		

Banking Information

Name of your bank, savings & loan, or credit union	Name as it appears on the check <i>(please print)</i>
Bank Routing Number:	Bank Account Number:
Address on check if different from above:	Additional:

NOTE: If you bank with a Credit Union, you must verify the correct bank routing and account numbers for use with pre-authorized drafts on your account.

I hereby authorize a bank draft on the account designated above for all future deliveries, not to exceed the amount of invoice(s) less any credits. Automated payments are not eligible for electronic collection if dishonored by my bank for non-sufficient funds (NSF) or unavailable funds. Dishonored electronic payments must be replaced by Cashier's Check or Money Order and include the additional return fee allowed by California Civil Code Section 1719.

Authorized Account Signature: _____

Authorized Account Printed Name: _____

Title: _____ Date: _____



VELOCITOR – ELECTRONIC PROOF OF DELIVERY

Southern Glazer’s Wine & Spirits, LLC has embraced ***Electronic Proof of Deliveries***.

Going **digital** is one of the most ambitious and sought-after goals for businesses that own and operate a private delivery fleet.

Going Green—the desire to be more environmentally responsible—is one of the driving factors behind going paperless. In addition, the move to reduce paper can also have a significant impact on reducing errors that are caused when dealing with large amounts of paper. Business processes that require paper are often manual processes that are time consuming and error prone.

Our drivers are supplied with the tools of “**The Digital Age**”; a handheld mobile computer (Motorola 65) and a Zebra RW420 Bluetooth enabled printer.

An enhanced feature of our ***Electronic Proof of Delivery*** is that you may ***receive a subsequent email confirmation of your invoices***.

Please complete this form and return with your New Accounts packet to sign up for email confirmations through our electronic proof of delivery system.

DBA Account Number & Name	Acct#	Name
Licensed Account Address		
Primary Contact Name		
Primary Contact Phone Number		
Contact Email address for INVOICES		

Authorized Signature _____

Printed Name _____ Date _____

Southern Glazer's Wine & Spirits, LLC
Direct Warehouse Sales (DWS)
Authorization to Purchase Form

By authorizing the below named employee(s) to purchase on this account, the licensee represents, warrants, and agrees with Southern Glazer's Wine and Spirits, LLC that the employee(s) listed below is an employee(s) of the licensee and is duty authorized to receive merchandise on behalf of licensee and that Southern Glazer's Wine and Spirits, LLC is authorized to deliver to said employee(s), on behalf of licensee, until otherwise notified in writing by licensee, any merchandise ordered by said employee(s). Any merchandise released to said employee(s) of the licensee in the Direct Warehouse Sales is the financial responsibility of said licensee.

SGWS Customer Number: _____

DBA: _____

Address: _____

ABC License Number: _____

Resale Permit Number: _____

Licensee's Name: _____

Licensee's Driver's License Number: _____

Email Address: _____

List all authorized purchasers and driver's license numbers:

	Name	Driver's License Number
1.		
2.		
3.		
4.		

Licensee's Signature

Date

Copies of valid Driver's License or California ID and ABC License must be attached