

SOUTHERN WINE & SPIRITS OF ILLINOIS

Division of Southern Wine & Spirits of America, Inc.

300 E. CROSSROADS PKWY
BOLINGBROOK, IL 60440

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.
3. A one and one half percent (1.5%) finance charge will be charged on all past-due invoices from the thirty first (31st) 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 by law
6. The maximum charge allowed by Illinois Law will be assessed on checks returned by the bank.

ILCC 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) _____

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 _____

Trade & Bank References:

Name (1) _____ (2) _____ (3) _____

Phone (1) _____ (2) _____ (3) _____

Address (1) _____ (2) _____ (3) _____

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

Bank Account #: _____ Bank Contact Person: _____

Signature: (1) _____ (2) _____ (3) _____

Print Name (1) _____ (2) _____ (3) _____

Date (1) _____ (2) _____ (3) _____

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 Bolingbrook, Illinois 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.

- 1. In consideration of Southern, granting credit to _____ (“purchaser”), whose address is _____, IL _____ (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. 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_____.

(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)