

SOUTHERN WINE & SPIRITS OF NEW MEXICO, INC.

A Wholly Owned Subsidiary of Southern Wine & Spirits of America, Inc.

CREDIT APPLICATION

ALCOHOLIC BEVERAGE LICENSE NUMBER	
STATE BUSINESS LICENSE	
DBA:	
DELIVERY ADDRESS:	
PHONE NO:	FACSIMILE PHONE NO:
SUPPLIER:	
ADDRESS:	PHONE NUMBER
SUPPLIER:	
ADDRESS:	PHONE NUMBER
SUPPLIER:	
ADDRESS:	PHONE NUMBER
DBA:	
ADDRESS:	
DBA:	
ADDRESS:	

CUSTOMER NUMBER		SALESMAN	
CORP LLC SOLE PROP PARTNERSHIP			
EMAIL ADDRESS:			
BANK:		ACCOUNT NO:	
NAME :			
ADDRESS:		PHONE NUMBER:	
SOCIAL SECURITY NO:			
NAME :			
ADDRESS:		PHONE NUMBER:	
SOCIAL SECURITY NO:			
NAME :			
ADDRESS:		PHONE NUMBER:	
SOCIAL SECURITY NO:			

TERMS AND CONDITIONS

For the purpose of purchasing merchandise on credit, the information provided is warranted to be true. The undersigned also warrants that he/she is the owner or authorized agent of the purchasing entity and has the authority to enter into a legal contract. The applicant hereby authorizes the credit department of Southern Wine & Spirits of New Mexico, Inc. to investigate any references or correspondents of the past, present and future in regards to the undersigned's credit and financial responsibility.

On approved credit, applicant/licensee agrees to pay all invoices in accordance with the laws of the state in which it is licensed.

In accordance with the law, a late charge, to the fullest extent the state allows, will be levied on all late payments.

Southern Wine & Spirits of New Mexico, Inc. may put the purchaser on a C.O.D. basis. The applicant/licensee further agrees to pay any costs and/or attorneys' fees that are incurred for the collection of any invoice that is past due whether or not a suit is instituted.

FEDERAL CREDIT REPORTING ACT AUTHORIZATION FOR SWS

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.

PERSONAL GUARANTEE FOR CORPORATE DEBT MUST BE COMPLETED ON REVERSE SIDE

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE:	DATE:	PRINT FULL NAME OF APPLICANT:
AUTHORIZED SIGNATURE:	DATE:	PRINT FULL NAME OF APPLICANT:
AUTHORIZED SIGNATURE:	DATE:	PRINT FULL NAME OF APPLICANT:



PERSONAL GUARANTEE

ADDRESS _____

CITY, STATE, ZIP _____

AS CONSIDERATION FOR THE ADVANCEMENT OF CREDIT, WE THE UNDERSIGNED INDIVIDUALLY, JOINTLY, AND SEVERALLY AGREE AS FOLLOWS:

- 1) THE UNDERSIGNED HEREBY UNCONDITIONALLY GUARANTEES PAYMENT TO THE BUYER.
- 2) IN THE EVENT BUYER DOES NOT PAY THE AMOUNT DUE PURSUANT TO THE TERMS OF THE AGREEMENT BETWEEN BUYER AND SELLER, SELLER MAY IMPOSE A DELINQUENT INTEREST CHARGE OF 1-1/2% PER MONTH ON THE UNPAID BALANCE OR THE HIGHEST RATE PERMITTED BY LAW, WHICHEVER IS LOWER.
- 3) SELLER MAY, AT ANY TIME, WITHOUT NOTICE, CANCEL ALL CREDIT AVAILABLE TO BUYER AND REFUSE TO MAKE ANY FURTHER CREDIT ADVANCES. IN THE EVENT SELLER DETERMINES THAT INFORMATION CONTAINED ON BUYER'S CREDIT APPLICATION(S) IS FALSE OR MISLEADING, OR IF SELLER RECEIVES OTHER FALSE OR MISLEADING CREDIT INFORMATION FROM BUYER OF ANY KIND OR NATURE, SELLER MAY WITHOUT FURTHER NOTICE CANCEL ANY ORDERS IN-HOUSE, OR ANY DELIVERIES IN PROGRESS TO BUYER. ANY FALSE OR MISLEADING INFORMATION BY BUYER SHALL BE CONSTRUED AS A MATERIAL DEFAULT OF THE PURCHASE CONTRACT, AND ANY INVOICES OUTSTANDING SHALL BE IMMEDIATELY DUE AND PAYABLE IN FULL.
- 4) TO PAY ALL COSTS AND ATTORNEY'S FEES AND COSTS INCURRED BY SELLER IN RELATION TO THE INTERPRETATION, CONSTRUCTION, OR ENFORCEMENT OF ANY OR ALL OF OUR OBLIGATIONS UNDER THIS CREDIT APPLICATION OR PERSONAL GUARANTEE, WHETHER OR NOT A SUIT IS FILED.
- 5) THAT THIS AGREEMENT AND PERSONAL GUARANTEE HAS BEEN ENTERED INTO AND IS TO BE PERFORMED IN THE COUNTY OF BRANCH 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.
- 6) THAT WE WARRANT AND REPRESENT TO SELLER, THAT WE ARE SOLVENT AND ABLE TO PAY OUR OBLIGATIONS AS THEY BECOME DUE WE WILL NOTIFY SELLER IMMEDIATELY IF WE, OR ANY OF US, BECOMES INSOLVENT. SELLER SHALL RELY ON THIS CONTINUING REPRESENTATION OF SOLVENCY IN SHIPPING PRODUCTS TO BUYER.
- 7) THAT SELLER MAY USE THIS AGREEMENT WITH ANY FINANCIAL INSTITUTION, OR CREDIT REPORTING AGENCY FOR THE PURPOSE OF OBTAINING ALL PERSONAL AND BUSINESS FINANCIAL INFORMATION OF ANY KIND OR NATURE WHATSOEVER.
- 8) TO THE EXTENT ANY TERMS ON A PURCHASE ORDER EXECUTED BY BUYER ARE INCONSISTENT WITH THESE TERMS, THESE TERMS SHALL TAKE PRECEDENCE. ANY MODIFICATION MUST BE CONSENTED TO BY SELLER AND BUYER IN WRITING.

IN CONSIDERATION OF THE EXTENSION OF CREDIT BY SOUTHERN WINE & SPIRITS OF NEW MEXICO, INC., A WHOLLY OWNED SUBSIDIARY OF SOUTHERN WINE & SPIRITS OF AMERICA, INC. (SELLER), TO APPLICANT, THE UNDERSIGNED DOES JOINTLY AND SEVERALLY PERSONALLY GUARANTEE TO PAY AND BE RESPONSIBLE FOR PAYMENT (AND NOT MERELY COLLECTION) OF ALL SUMS, BALANCES, AND ACCOUNTS DUE SELLER, INCLUDING INTEREST, COLLECTION CHARGES, AND/OR ATTORNEY FEES AND COSTS.

THIS SHALL BE AN OPEN AND CONTINUING GUARANTEE AND SHALL CONTINUE IN FORCE NOTWITHSTANDING ANY CHANGE IN THE FORM OF SUCH INDEBTEDNESS, OR RENEWALS, RELEASES, MODIFICATIONS, OR EXTENSIONS GRANTED BY SELLER, WITHOUT OBTAINING ANY CONSENT THERETO, AND UNTIL EXPRESSLY REVOKED BY WRITTEN NOTICE FROM THE GUARANTOR(S) TO SELLER. ANY SUCH REVOCATION SHALL NOT IN ANY MANNER AFFECT GUARANTOR(S) LIABILITY AS TO ANY INDEBTEDNESS EXISTING PRIOR THERETO.

GUARANTOR(S) WAIVE NOTICE OF THE ACCEPTANCE OF THIS AGREEMENT NOTICE OF DEFAULT OR NON-PAYMENT AND WAIVE ACTION REQUIRED BY ANY STATUTE AGAINST THE APPLICANT. NO DELAY ON SELLER'S PART IN EXERCISING ANY RIGHT HEREUNDER OR TAKING ANY ACTION TO COLLECT OR ENFORCE PAYMENT OF ANY OBLIGATION HEREBY GUARANTEED, EITHER AS AGAINST THE APPLICANT OR ANY OTHER PERSON PRIMARILY OR SECONDARILY LIABLE WITH THE APPLICANT, SHALL OPERATE AS A WAIVER OF ANY SUCH RIGHT OR IN ANY MANNER PREJUDICE SELLER'S RIGHTS AGAINST GUARANTOR(S). GUARANTOR(S) AGREES THAT IN THE EVENT OF ANY DEFAULT ANY TIME BY SAID APPLICANT, SELLER SHALL BE ENTITLED TO LOOK TO GUARANTOR(S) IMMEDIATELY FOR FULL PAYMENT WITHOUT PRIOR DEMAND OR NOTICE. GUARANTOR(S) CONSENTS AND AGREES TO BE BOUND BY ALL OF THE PROVISIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATIONS PARAGRAPH 1-8 ABOVE.

I GRANT SOUTHERN WINE & SPIRITS OF NEW MEXICO, INC., A WHOLLY OWNED SUBSIDIARY OF SOUTHERN WINE & SPIRITS OF AMERICA, INC. THE RIGHT TO ACCESS MY PERSONAL CREDIT REPORT FOR THE PURPOSE OF DETERMINING CREDIT WORTHINESS REGARDING ANY PRESENT OR FUTURE PURCHASE (S) OF ALCOHOLIC BEVERAGES AND ALL OTHER PRODUCTS SOLD BY IT.

SIGNED: _____
 AUTHORIZED SIGNATURE (NO TITLE) PRINT FULL NAME OF APPLICANT (NO TITLE)

SOCIAL SECURITY NUMBER: _____
 REQUIRED

SIGNED: _____
 AUTHORIZED SIGNATURE (NO TITLE) PRINT FULL NAME OF APPLICANT (NO TITLE)

SOCIAL SECURITY NUMBER: _____
 REQUIRED

ACCOUNT INFORMATION

DATE: _____ NEW _____ REVISION _____

ZIA SALESPERSON _____ SALESPERSON NUMBER _____

SANDIA SALESPERSON _____ SALESPERSON NUMBER _____

BEER/WINE SALESPERSON _____ SALESPERSON NUMBER _____

ACCOUNT NUMBER _____

ACCOUNT NAME: _____

SHIPPING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

LIQUOR LICENSE NUMBER _____ EXPIRATION DATE _____

.....

SHIPPING INFORMATION

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

.....

LICENSE STATUS: OWNED _____ LEASED _____

OWNERS NAME: _____

LESSEE NAME: _____

BUSINESS PHONE: () _____ OTHER PHONE: () _____

CORPORATION AFFILIATE: _____

ROUTE NUMBER: _____ STOP NUMBER _____ DROP DAY _____