

**SOUTHERN GLAZER'S WINE AND SPIRITS OF  
COLORADO, LLC**  
A Division of Southern Glazer's Wine and Spirits, LLC



**\*Required Information**

**CREDIT APPLICATION**

<b>*ALCOHOLIC BEVERAGE LICENSE NUMBER</b>	
STATE BUSINESS LICENSE	
<b>*DBA:</b>	
<b>*DELIVERY ADDRESS:</b>	
<b>*PHONE NO:</b>	<b>FAX NO:</b>
<b>TRADE REFERENCES</b>	
<b>*SUPPLIER:</b>	
<b>*ADDRESS:</b>	<b>*PHONE NO:</b>
<b>*SUPPLIER:</b>	
<b>*ADDRESS:</b>	<b>*PHONE NO:</b>
SUPPLIER:	
ADDRESS:	PHONENO:
<b>ADDITIONAL BUSINESS(ES)</b>	
DBA:	
ADDRESS:	
DBA:	
ADDRESS:	

CUSTOMER NUMBER	SALESMAN		
<b>* TYPE OF BUSINESS</b>			
CORP <input type="checkbox"/>	LCC <input type="checkbox"/>	SOLE PROP <input type="checkbox"/>	PARTNERSHIP <input type="checkbox"/>
EMAIL ADDRESS:			
<b>*BANK:</b>		<b>*ACCOUNT NO:</b>	
<b>OWNERS/OFFICERS</b>			
<b>*NAME:</b>			
<b>*ADDRESS:</b>		<b>*PHONE NO:</b>	
<b>*SOCIAL SECURITY NO:</b>			
NAME:			
ADDRESS:		PHONE NO:	
SOCIAL SECURITY NO:			
NAME:			
ADDRESS:		PHONE NO:	
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 Glazer's Wine and Spirits of Colorado, LLC 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 Glazer's Wine and Spirits of Colorado, LLC 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**

The undersigned consents to Southern Glazer's Wine and Spirits of Colorado, LLC, obtaining a consumer credit report on the each of the applicants/ licensees/guarantors for the purpose of assisting Southern Glazer's Wine and Spirits of Colorado, LLC in the evaluation of the eligibility for credit at any given time of the past, present or future and for the purpose of any other authorized investigations related to this application.

**SIGNATURE REQUIRED**

<b>*AUTHORIZED SIGNATURE</b>	<b>*DATE</b>	<b>*PRINT FULL NAME OF APPLICANT</b>
AUTHORIZED SIGNATURE	DATE	PRINT FULL NAME OF APPLICANT
AUTHORIZED SIGNATURE	DATE	PRINT FULL NAME OF APPLICANT

## PERSONAL GUARANTY

This Personal Guaranty (“**Guaranty**”) is made by the undersigned (whether one or more, referred to herein as “**Guarantor**”), in favor and for the benefit of Southern Glazer’s Wine and Spirits, LLC and its subsidiaries and affiliates (collectively, “**SG**”).

1. **Guaranty.** For good and valuable consideration, and as an inducement to SG to extend credit to Licensee (as identified in the Credit Application attached hereto), Guarantor absolutely, unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, the punctual payment, when due, whether at stated maturity, by acceleration or otherwise, of all present and future obligations, liabilities, covenants and agreements required to be observed, performed, or paid by Licensee or its affiliates (whether operating under the same or different fictitious names), whether extended at the address identified in the Credit Application or elsewhere, whether for principal, interest, costs, expenses or fees (collectively, the “**Obligations**”).
2. **Guaranty of Payment Absolute and Unconditional.** This Guaranty is a guaranty of payment and is absolute and unconditional. Guarantor agrees that SG need not attempt to collect any Obligations from Licensee or any other person or to realize upon any collateral to enforce the obligations hereunder. Guarantor guarantees that the Obligations will be paid strictly in accordance with the terms of the Obligations. The obligations of the Guarantor under this Guaranty are independent of the Obligations, and SG may bring a separate action or actions against Licensee or any other guarantors, or join Licensee or any other guarantor in any such action or actions.
3. **Waiver.** Guarantor hereby irrevocably waives any and all defenses, at law or in equity, whether statutory or common law, that Guarantor or Licensee may now or hereafter have including without limitation any or all of the following:
  - a. Any change in the time, manner or place of payment, or in any other term, of the Obligations, including, without limitation, any increase in the Obligations resulting from the extension of additional credit to Licensee.
  - b. Any taking, exchange, release, subordination or non-perfection of any collateral, or any taking, release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Obligations.
  - c. Promptness, diligence, notice of acceptance, notice of default, and any other notice with respect to any of the Obligations and this Guaranty and any requirement that SG exhaust any right or take any action against Licensee or any other person or entity or any Collateral, prior to enforcing this Guaranty against Guarantor.
4. **No Revocation.** Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all existing and future Obligations.
5. **Subordination.** Guarantor hereby subordinates any and all obligations owed to the Guarantor by Licensee to the Obligations.
6. **Miscellaneous.** Guarantor agrees as follows:
  - a. **Expenses.** Guarantor shall pay to SG, on demand, the amount of any and all reasonable expenses, including, without limitation, attorneys’ fees, legal expenses and court fees, which SG may incur in connection with exercise or enforcement of any the rights, remedies or powers of SG hereunder or with respect to any or all of the Obligations.
  - b. **Amendments, Remedies.** No amendment, modification or waiver of any provision of this Guaranty shall be effective unless contained in a writing signed by SG, and then only to the extent set forth in

that signed writing. The rights, remedies and powers of SG hereunder, under any agreements evidencing or securing the Obligations, and under applicable law are cumulative, and may be exercised by SG in such order as SG may elect.

- c. **Term; Binding Effect.** This Guaranty shall (a) remain in full force and effect until payment and satisfaction in full of all of the Obligations; (b) be binding upon the Guarantor and its successors and permitted assigns; and (c) inure to the benefit of SG and its successors and assigns.
- d. **Venue.** Mandatory venue for any legal proceeding between SG and Guarantor shall be in the location of the principal place of business of SG in the state in which Guarantor executes this Guaranty.
- e. **Signature.** Guarantor may deliver this Guaranty to SG by electronic transmission, such as fax or email, and may sign digitally or electronically, which delivery and signature will be fully effective. A duplicate of this Guaranty or any signature hereto will have the same force and effect as the original.
- f. **Severability.** If any part of this Guaranty is deemed illegal or unenforceable, such part will be severable from the remainder, and the remainder shall be enforced to the full extent of its terms and the law.

**Waiver of Jury Trial.** GUARANTOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS GUARANTY OR THE OBLIGATIONS WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.

**Waiver of Class Action.** GUARANTOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO SERVE AS A REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION AGAINST SG (OR ITS OFFICERS, EMPLOYEES OR AFFILIATES) OR TO JOIN WITH ANY OTHER PERSON (OTHER THAN THE LICENSEE) IN THE PROSECUTION OR DEFENSE OF A LEGAL ACTION INVOLVING SG (OR ITS OFFICERS, EMPLOYEES OR AFFILIATES).

GUARANTOR(S) (if more than one, each shall be jointly and severally liable under this Guaranty:

Printed Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date signed: \_\_\_\_\_