



Customer Business Credit Application Packet

Thank you for your interest in purchasing product from **Summit Spirits and Wine**. Prior to granting open credit terms, we require the forms included in this Customer Business Credit Application Packet to be completed by the owner, officer or authorized representative of your company.

Summit Spirits and Wine Credit Policy:

Terms of Sale: Terms of sale have been established in accordance with Chapter 369 of NRS which requires payment of liquor products to be received on or before the 10th day of the month following delivery. Furthermore, Chapter 369 of NRS mandates that payments not received by the 15th of the month following delivery be charged a delinquent service charge of 1.5% of the unpaid balances per month and that payment must be collected upon delivery for current orders.

It is company policy that:

- In accordance with the Nevada Liquor Law:
 - Payments are due on or before the 10th day of the month following delivery;
 - Payments not received by the 15th day of the month following delivery shall be considered delinquent and shall be assessed a delinquent service charge of 1.5% per month;
 - Payment terms on delinquent accounts will be changed to COD.
- If we receive **payments that are not honored by the customer's bank**, Summit Spirits and Wine reserves the right to change the payment terms to CASHIERS CHECK OR MONEY ORDER.

To ensure that your payment is received on time we offer several payment methods:

- **Fintech** - Fintech provides electronic data and EFT payments to the alcohol industry, visit [EZenroll Autopay \(fintech.net\)](http://EZenroll Autopay (fintech.net))
- **ACH** – If your company prefers to send ACH payments, please send your enrollment form to: AR@SSWBeverage.com
- **Mail** - Payments remitted by mail must be sent to:

Summit Spirits and Wine
6975 S. Decatur Blvd, #100
Las Vegas, NV 89118



Credit Application and Information Sheet

Legal Business Name: _____

DBA (if any): _____

Liquor License #: _____ NV Sales Tax Permit #: _____

Billing Information (All information is required for account set-up)

Billing Address: _____

City, State, Zip: _____

Billing Contact: _____

Billing Phone: _____

Billing Email: _____

Alternative emails to receive electronic invoices/statements:

Name: _____ Email: _____

Name: _____ Email: _____

Delivery Information and Requirements (address must match liquor license)

Delivery Address: _____

City, State, Zip: _____

Requested Delivery Day(s): _____ Delivery Times: _____

Delivery Notes: _____

For Summit Spirits and Wine Office Use

SSW Territory Manager: _____



Credit Agreement

By submitting this Application, you grant consent to and authorize **Summit Spirits and Wine** and its agents (together, "Creditor") to obtain commercial and consumer credit reports and make other credit inquiries that they determine necessary. You also warrant the information on or accompanying this Application is true and complete, and you agree to notify Creditor of any material change in any such information. You authorize Creditor and any credit bureau or investigative agency to investigate the references, statements and other data on or accompanying this Application, and you authorize anybody contacted to release credit and financial information requested as part of said investigation. You confirm that this Application is submitted in connection with financing solely for business and commercial purposes and NOT for personal, family or household purposes. This application is not a commitment or obligation of Creditor to extend credit. If, at any time or from time to time in the future, you request additional financing from Creditor and you do not submit a new application, you agree that this application shall, in its entirety, apply to such request, and all notices, disclosures, consents and waivers shall be deemed to have been repeated at the time of each such request.

Equal Credit Opportunity Act. If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact us at ar@sswbeverage.com within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

Notice. The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the application has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Opportunity Credit, Washington D.C. 20580.

Customer: _____

Signature Date: _____

Printed Name: _____



Personal Guaranty

In consideration of the extension, or further extensions of credit by **Summit Spirits and Wine** (hereinafter referred to as "Creditor"), for merchandise sold and delivered or hereafter to be sold and delivered to _____ (hereafter referenced to as "Customer"), doing business at _____.

1. Each of the undersigned parties (individually and together, "Guarantor") hereby unconditionally and irrevocably guaranties to Creditor, jointly and severally, the punctual payment and performance when due, of all amounts and other obligations that are now due or hereafter become due and payable to Creditor for sales made by Creditor to Customer, including, but not limited to (i) payment for merchandise sold; (ii) finance charges on past due amounts; (iii) delivery charges (if any); (iv) attorney, expert witness, court reporter, court costs and other costs of collection; and (v) other usual and customary charges (the "Payment Obligations"). This Guaranty is a present and continuing guaranty of payment and not of collection, and Creditor shall not be required to prosecute collection, enforcement or other remedies against Customer or any other guarantor, or to enforce or resort to any collateral for the repayment of the Payment Obligations or other rights or remedies pertaining thereto, before calling on Guarantor for payment. If for any reason the Customer shall fail or be unable to pay, punctually and fully, any of the Payment Obligations, Guarantor shall pay such obligations to Lender in full immediately upon demand. One or more successive actions may be brought against Guarantor, as often as Creditor deems advisable, until all of the Payment Obligations are paid and performed in full.
2. Guarantor represents and warrants to Creditor that Guarantor is an owner, employee and/or affiliate of Customer and will derive material economic benefit from sales made by Creditor to Customer.
3. Guarantor agrees that payment of Payment Obligations by Guarantor shall be a primary obligation, shall not be subject to any counterclaim, set-off, abatement, deferment or defense based upon any claim that Guarantor might have against Creditor, Customer, any other guarantor of Payment Obligations or any other person or entity, and shall remain in full force and effect without regard to, and shall not be released, discharged or affected in any way by, any circumstance or condition (whether or not Guarantor shall have any knowledge thereof).
4. Guarantor absolutely and unconditionally waives (i) notice of acceptance of this Guaranty by Creditor; (ii) notice of any extension of time of payment for any such merchandise; (iii) notice of any sales being made to Customer of any amounts due Creditor from the Customer as a result thereof; (iv) notice of any default by the Customer; (v) all notices which may be required by statute, rule of law or otherwise, now or hereafter in effect, to preserve intact any rights against Guarantor, (vi) any right to insist that Creditor prosecute collection against Customer or any other security given to Creditor prior to enforcing this Guaranty, and (vii) any defense, offset or claim that the Customer or Guarantor may have against Creditor, including but not limited to any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, collateral estoppel, statute of frauds, ultra vires acts, usury, illegality or unenforceability.
5. No delay or failure on the part of Creditor to exercise any right, power or privilege under this Guaranty shall operate as a waiver thereof, and no single or partial exercise of any right, power or

privilege shall preclude any other or further exercise thereof or the exercise of any other power or right, or be deemed to establish a custom or course of dealing or performance among the parties hereto. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law. Notice to or demand on Guarantor in any circumstance shall not entitle Guarantor to any other or further notice or demand in the same, similar or other circumstance.

6. Guarantor agrees to deliver to Creditor upon demand, personal financial statements in form reasonably acceptable to Creditor.

7. If (i) this Guaranty, is placed in the hands of one or more attorneys for collection or enforcement, or is collected or enforced through any legal proceeding; (ii) one or more attorneys is retained to represent Creditor in any bankruptcy, reorganization, receivership or other proceedings affecting Creditor's rights and involving a claim under this Guaranty, and/or (iii) one or more attorneys is retained to represent Creditor in any other proceedings whatsoever in connection with this Guaranty, then Guarantor shall pay to Creditor upon demand all fees, costs and expenses incurred by Creditor in connection therewith, including, without limitation, reasonable attorney's fees, expert witness fees, court reporter fees, court costs and filing fees, in addition to all other amounts due hereunder.

8. This Guaranty is executed in the State of Nevada and is governed as to validity, interpretation, effect and in all other respects by the laws of the State of Nevada. This Guaranty shall insure to the benefit of Creditor, its successors and assigned, and shall be binding upon each of the undersigned parties and his or her heirs, representatives, successors and assigns.

9. Guarantor (i) grants, consents to and authorizes Creditor and its agents to obtain commercial and consumer credit reports and make other credit inquiries regarding Guarantor that it determines necessary; (ii) authorizes Creditor and any credit bureau or investigative agency to investigate the references, statements and other data of Guarantor provided to Creditor; and (iii) authorizes persons and companies contacted to release credit and financial information requested as part of said investigation.

10. Guarantor understands, acknowledged, represents and agrees that this Guaranty is executed in each of the undersigned's individual capacity, and not in his or her capacity as a corporate officer, limited liability company manager or agent and that each of the undersigned parties shall be jointly and severally liable for all Payment Obligations hereunder.

DATED: _____

Guarantor(s):

(Signature)

(Printed Name)

(Signature)

(Printed Name)

(Signature)

(Printed Name)

Executed in the presence of:

(Signature)



Resale Tax Permit

Signed resale certificate is required for all customers purchasing from Summit Spirits and Wine on a sales exempt basis.

Company Name: _____

License Holder Name: _____

I hereby certify that I hold valid seller's permit number _____ issued pursuant to chapters 372, 374 and 377 of the Nevada Revised Statutes; that I am engaged in the business of selling _____ and that the tangible personal property described in the second paragraph of this certificate, which I purchase from Summit Spirits and Wine, will be resold by me in the form of tangible personal property. I further certify that in the event any of the property is used for any purpose other than retention, demonstration or display while I am holding it for sale in the regular course of business, it is understood that I am required by chapters 372, 374 and 377 of the Nevada Revised Statutes to report it and pay the tax measured by the purchase price of the property.

Description of the items to be purchased:

Purchaser: _____

Address: _____

City: _____ State: Nevada Zip: _____

(Signature of Authorized Purchaser)

(Printed Name)

Dated: _____