



BREAKTHRU BEVERAGE CALIFORNIA
CUSTOMER BUSINESS CREDIT APPLICATION

BUSINESS INFORMATION

License Name: (as it appears on ABC license) Contact Name:

DBA: (as it appears on ABC license) Telephone:( )

Billing Address: City: State: Zip:

Shipping Address: City: State: Zip:

Email Address:

Accounts Payable Contact: Phone #: Email Address:

Type of Ownership:(CheckOne) Corporation Partnership Proprietorship Limited Liability Company

Liquor License(s) #(s)Held:

DELIVERY INSTRUCTIONS:

(Days & Times Open for Delivery, Any Special Instructions)

PRINCIPAL OWNERS OR OFFICERS

Full Name: %Owned: Cell Phone:( )

Owner Since: Title:

Secondary Address: City: State: Zip:

Social Security No.: Email Address:

Full Name: %Owned: Cell Phone:( )

Owner Since: Title:

Secondary Address: City: State: Zip:

Social Security No.: Email Address:

Email Address:

BANK REFERENCES

Institution Name: Bank Officer Center Name:

Address: City: State: Zip:

Routing #: Account #:

Email Address: Phone No.: ( )

OWNERSHIP IN OTHER BUSINESSES

CURRENTLY PURCHASING FROM BREAKTHRU BEVERAGE CALIFORNIA (formerly Wine Warehouse) - PLEASE LIST THE NAME (LICENSEE/OFFICER/PARTNER), POSITION HELD AND THE NAME AND LOCATION OF THE BUSINESS

Blank lines for listing other businesses.

# TERMS OF SALE

## REPRESENTATION OF SOLVENCY - RETURN CHECK POLICY & NOTICE OF CHANGES

The undersigned (Purchaser) agrees that all purchases made by Purchaser from Breakthru Beverage California (Seller) are subject to the following terms and conditions:

1. All amounts due for goods and services purchased from Seller are payable at the Seller's Accounting facility from which this contract is initiated. Purchaser acknowledges that such amounts are not payable in installments, but are payable in full as stated therein.
2. All amounts due Seller are payable in 30 days, unless otherwise specified, from date of invoice of goods and services delivered. If any amount due Seller is not paid within 42 days, then the unpaid balance will be subject to 1% late charge mandated by Section 25509 of the California Business and Professions Code.
3. In the event of any action by and between the parties to enforce the terms and conditions of this agreement, or any and all rights by and among the parties, including payment of any obligation, the prevailing party therein shall be entitled to recover actual attorney's fees incurred, in addition to any other amounts, including, but not limited to, all court costs.
4. Purchaser shall notify Seller by certified mail of any change of ownership or any information provided on this application. Purchaser warrants to Seller that all financial information on the reverse side of this application is true, correct and complete in all material respects, and Purchaser authorizes Seller to contact for further information any and all trade, bank, credit reporting bureaus or any other reference as deemed necessary. In the event Purchaser fails to so notify in writing by certified mail Seller of any changes, Purchaser shall be liable for all credit extended prior to said written notification as though no changes in fact occurred, without prejudice to Purchaser's rights to proceed, additionally, against any successors.
5. The Purchaser agrees to neither order nor accept goods from Seller while Purchaser is insolvent within the meaning of Uniform Commercial Code section 1201 (23). Every order placed or delivery accepted while the Purchaser is insolvent shall constitute a written misrepresentation of solvency to the Seller within the meaning of Uniform Commercial Code section 2702(2).
6. Purchaser expressly agrees that Seller shall not be responsible for any nonconformity as to quantity, quality or price unless noted on the original delivery receipt at the time of delivery or unless the goods are rejected in writing within five (5) days of delivery, by certified mail, return receipt requested, to the Seller.
7. All returned checks will be assessed a \$35.00 returned items charge unless otherwise specified.
8. SIGNATURES: The purchaser expressly consent(s) to Breakthru Beverage California obtaining a consumer credit report for the purpose of evaluating the credit worthiness of the undersigned in connection with this application for business credit/and certify(ies) that all information contained here in is accurate and complete.

*\*\*signer must be listed on license (required)*

Signed By	Print Name	Title	Date

### INDIVIDUAL PERSONAL GUARANTY

I, \_\_\_\_\_, in consideration of your extending credit at my request to \_\_\_\_\_ (the Purchaser), personally and unconditionally guarantee the prompt payment of any and all indebtedness of the Purchaser to Breakthru Beverage California. The word "Indebtedness" is used in its most comprehensive sense and includes any and all advances to and any and all debts, obligations, and liabilities of Purchaser, whenever made, incurred, or created, whether voluntary or involuntary and however arising, whether originating in transactions between Breakthru Beverage California and Purchaser or assigned to Breakthru Beverage California, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and Purchaser may be liable individually or jointly with others, or whether recovery may be or become barred by any statute of limitations or otherwise become unenforceable. It is understood that this Guaranty shall be an absolute, continuing guaranty for such indebtedness of the Purchaser until revoked in writing by certified mail. Any indebtedness may be created, renewed, extended, modified, or altered, in whole or in part, without notice to the undersigned.

The undersigned waives any right to require Breakthru Beverage California to proceed against Purchaser. The undersigned further waives any defense based on or arising out of any defense of Purchaser other than payment in full of the indebtedness, including without limitation any defense based on or arising out of the disability of Purchaser, the unenforceability of the indebtedness from any cause or the cessation from any cause of the liability of the Purchaser other than payment in full of the indebtedness. The undersigned further waives all presentments, demands for performance, notices of protest, notices of dishonor, notices of acceptances of this Guaranty and notices of the existence, creation, or incurring of new or additional indebtedness. In addition to the amounts guaranteed under this Guaranty, the undersigned agrees to pay reasonable attorneys' fees and all other costs and expenses incurred by Breakthru Beverage California in enforcing this Guaranty in any action or proceeding arising out of, or relating to, this Guaranty.

Signed By	Print Name	Social Security No.	Date

## CALIFORNIA RESALE CERTIFICATE

**I HEREBY CERTIFY:**

1. I hold valid seller's permit number **(required)**: \_\_\_\_\_

2. I am engaged in the business of selling the following type of tangible personal property (required):

\_\_\_\_\_

3. This certificate is for the purchase from \_\_\_\_\_ **BREAKTHRU BEVERAGE CALIFORNIA** \_\_\_\_\_ of the item(s) I have listed in paragraph 5 below. [Vendor's name]

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 in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale **(required)**:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

\_\_\_\_\_  
NAME OF PURCHASER **(required)**

\_\_\_\_\_  
SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE **(required)**

PRINTED NAME OF PERSON SIGNING <b>(required)</b>	TITLE <b>(required)</b>
--	-------------------------

\_\_\_\_\_  
ADDRESS OF PURCHASER **(required)**

TELEPHONE NUMBER <b>(required)</b>	TITLE <b>(required)</b>
------------------------------------	-------------------------