



J&L Wines
 1850 Ramada Drive
 Paso Robles, CA 93446
 PO Box 2399
 Paso Robles, CA 93447
 805.239.1377

NEW APPLICANT RE-APPLICATION FOR CREDIT

CUSTOMER ACCOUNT APPLICATION
[Must be filled-out completely]

Date: _____ Sales Rep: _____

SHIP TO:

 BUSINESS NAME

 (Dba) TRADE NAME

 ADDRESS

 CITY, STATE, ZIP

 EMAIL

PROPRIETORSHIP PARTNERSHIP L.L.C. CORPORATION—State of incorporation: _____

BLDG. /FACILITIES: OWNED LEASED RENTED PREVIOUS BUSINESS NAME _____

ALCOHOLIC BEVERAGE LICENSE # _____ LICENSEE _____

BUSINESS RESALE PERMIT # _____ FEDERAL ID# _____

YEARS IN BUSINESS UNDER SAME OWNERSHIP: _____ SPECIAL Delivery Instructions: _____

Complete the following information for all corporate officers, partners, or an individual proprietor. Use an additional sheet, if necessary:

 NAME AND TITLE

 HOME ADDRESS

 CITY, STATE, ZIP

 HOME PHONE NO.

 SOCIAL SECURITY NO.

 DRIVER'S LICENSE NO.

 NAME AND TITLE

 HOME ADDRESS

 CITY, STATE, ZIP

 HOME PHONE NO.

 SOCIAL SECURITY NO.

 DRIVERS LICENSE NO.

BANKING INFORMATION:

 BANK NAME

 ADDRESS

 CITY, STATE, ZIP

TRADE REFERENCES: (preferably other alcohol and food distributors)

NAME

 OFFICER

 CHECKING ACCOUNT NO. SAVINGS ACCOUNT NO.

 LOAN ACCOUNT NO.

ADDRESS PHONE NO.

1. _____

2. _____

3. _____

The Federal Equal Credit Opportunity Act prohibits credit grantors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant 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 credit grantor is the Federal Trade Commission.

TERMS AGREEMENT

The undersigned hereby consent(s) to J&L Wines use of a non-business consumer credit report on the undersigned in order to further evaluate the creditworthiness of the undersigned as principal(s), proprietor(s), and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) J&L Wines to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as {an} individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @1681 et. seq. The undersigned ("Purchaser") agrees that all purchases made by Purchaser from J&L Wines or any of its affiliated entities ("Seller") are subject to the following terms and conditions:

1. Upon receipt of goods, the Purchaser will acknowledge that all of the alcoholic beverages itemized on the order and delivery slip have been ordered and received by account. The Seller will not accept CLAIMS OF BREAKAGE, SHORTAGE, NON-CONFORMITY, and OR DAMAGE ACKNOWLEDGED AFTER RECEIPT OF GOODS.
2. Sales are completed with Purchaser's receipt of goods and services. Payment for goods and services purchased from Seller is to be made to Seller at its business offices address shown on the front hereof. In the event Purchaser fails to make any payments when due to Seller, then any and all of Buyer's account with Seller there shall become immediately due and payable.
3. All amounts due Seller are payable in accordance with the payment terms granted by Seller's credit department. If any amount due Seller is not paid in accordance with such payment terms, a delinquency charge shall be added to the sum due, which charge shall equal the amount obtained by multiplying the delinquent balance by one and one-half percent (1 1/2 %) per month or 18% annual rate by the expiration of the 42nd day then every 30 days thereafter.
4. The signatory hereby represents that the customer is solvent for the purposes of Uniform Commercial Code, section 2702. Purchaser shall pay Seller a service charge in an amount of \$50.00 for all checks returned by Purchaser's bank; provided however that such service charge shall not be due and payable in the event such payment would result in the violation of the usury laws of the applicable jurisdiction.
5. The parties expressly agree that any and all disputes of whatever character arising under this agreement or under any statute or common law relating, directly or indirectly, to the subject matter in this agreement or the dealings of the parties relating thereto, shall be litigated, at the Creditors sole discretion, either in the Superior court of San Luis Obispo County, State of California, or in the federal district court having jurisdiction for such county, or alternately in the state or the federal district court having jurisdiction for the county in which the applicant's business is located at the time of filing the suit. Applicant hereby consents to the jurisdiction of said courts and that said disputes shall be governed by the laws of said respective states.
6. In the event the account is turned over to an attorney or other agency for collection, or suit is brought on same, or the same is collected through any judicial proceeding whatsoever, Purchaser shall pay all reasonable attorney fees, court costs and collection costs incurred by the prevailing party.
7. Purchaser shall notify Seller by certified mail of any changes of ownership of Purchaser. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and completed in all material respects, and Purchaser authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser.

"PURCHASER"

Type or Print Name of Company

Authorized Signatory x _____
Signature Date

Sales Representative of Seller _____
Printed Name

Title

INDIVIDUAL PERSONAL GUARANTY

I, _____, for and in consideration of your extending credit at my request to _____ (the "Company"), personally guarantee prompt payment of any obligation of the Company to J&L Wines and each of its affiliated entities ("Seller"), whether now existing or hereinafter incurred, and notwithstanding that this account is established in the name of a business, I personally guarantee payment and further agree to bind myself to pay on demand any sum which is due by the company to Seller whenever the Company fails to pay same. It is understood this guaranty shall be and absolute, continuing and irrevocable guaranty for such indebtedness of the Company.

I expressly waive presentment, demand, protest, notice of protest, dishonor, diligence, notice of default or nonpayment, notice of acceptance of this guaranty, notice of the extending of any guaranteed indebtedness already or hereafter contracted for by the Company, notice of any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed and to all renewals or extensions of such indebtedness. I further waive any right to require Seller to proceed against, or make any effort at collection of the guaranteed indebtedness from, the Company or any other party liable for such indebtedness.

If the guaranteed indebtedness is not paid by me when due, and this guaranty is placed in the hands of a collection agency or an attorney for collection, or suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I shall pay all collection agency costs as well as reasonable attorney fees and court cost.

In the event more than one party executes this Guaranty as the guaranty, then each guarantor agrees to be jointly and severally liable for the guaranties, and in all instances herein, the singular shall be construed to include the plural.

X _____ X _____
Witness Guarantor Date

Date Guarantor Name & Title

Home or Other Applicable Business Address

X _____ X _____
Witness Guarantor Date

Date Guarantor 2 Name & Title

Home or Other Applicable Address



J&L Wines
PO Box 2399
Paso Robles, CA 93447

805.239.1377
FAX: 805.239.2466

RESALE CARD

PLEASE NOTE: The following resale information form must be filled out completely and submitted to J&L Wines along with the Customer Account Application. Without this card, we will be unable to process your account information.

FIRM NAME _____

I **HEREBY CERTIFY** that I hold valid seller's permit number: _____
Issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling:

that the tangible personal property described herein which I shall purchase from **J&L Wines** will be resold by me in the form of tangible personal property; PROVIDED, however, that in the event that any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay for the tax, measured by the purchase price of such property.

Description of property to be purchased: _____

DATE _____ **SIGNATURE** _____

AT _____ **BY AND TITLE** _____

PHONE _____ **ADDRESS** _____