

INSTRUCTIONS: Please print or type. **MUST BE COMPLETED IN FULL.** For inquiries concerning this credit application please call (888) 515-5088.

PLEASE NOTE: 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.

Legal Name _____ Trade Name (dba) _____

Delivery Address _____ City _____ State _____ Zip _____

Phone No. (_____) _____ Buyer _____

Buyer e-mail address _____

Name of Bookkeeper _____ Phone No. (_____) _____

*Bookkeeper or Accounting Dept. e-mail address _____

Hours of delivery (4 hour minimum window) _____

BUSINESS INFORMATION:

Please check one: Individual Partnership L.L.C. Corporation

Sellers Permit # _____ We are required to charge sales tax unless we receive an exemption certificate.

ABC License No. _____ Licensee _____
(Type - 2 digit) (Lic# - 6 digit)

**Payment Information – EFT Required: FINTECH NET0 FINTECH NET30 Other EFT _____

Full names of owners, partners or corporate officers must be provided: (use an additional sheet if necessary)

1. _____
NAME (First, Middle, Last) TITLE

- HOME ADDRESS CITY STATE/ZIP PHONE NO.

2. _____
NAME (First, Middle, Last) TITLE

- HOME ADDRESS CITY STATE/ZIP PHONE NO.

CALIFORNIA SALES TAX RESALE CERTIFICATE

I HEREBY CERTIFY:

That I hold valid seller’s permit No. _____
 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 Regal/Royal Wine Co. will be resold by me in the
 form of tangible personal property: PROVIDED, however, that in
 the event any of such property is used for 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 the tax, measured by the
 purchase price of such property.

Description of property to be purchased: Wine and Spirits Products

Purchaser: _____

*****SIGNATURE REQUIRED**

BY: X _____

Dated: _____ 20_____

Address: _____

FOR OFFICE USE ONLY

WINE REP.#: _____ ACCOUNT#: _____

CREDIT TERMS: _____ CREDIT LINE: _____

APPROVED BY: _____ DATE: _____

INDIVIDUAL PERSONAL GUARANTEE

To induce the company of this Credit Application and its subsidiaries, affiliates and divisions (the "Seller") to conduct business with the applicant named in the foregoing Credit Application and Agreement ("Purchaser") the undersigned, jointly and severally, personally and unconditionally guarantee to the seller the full payment when due of all obligations now and hereafter owned or owing by the Purchaser to the Seller, including, without limitation, all obligations arising out of or in connection with the sale of goods or the provision of services by the Seller and all interest and late charges, attorney's fees and collection and court costs. I hereby agree to the Terms and Conditions as aforementioned. This guarantee shall be an unlimited and continuing guarantee and shall remain in full force and effect regardless of any change in the form or evidence of any of the Purchaser's obligations, or any taking, release or modification of any security interests. This guarantee may be terminated by an undersigned only as to obligations originating more than five (5) business days after receipt by the Seller of notice of termination given by registered or certified mail. Each of the undersigned hereby waives 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 Purchaser or any other party liable for such indebtedness.

The undersigned shall pay all attorney's fees, court costs and other expenses incurred by the Seller to enforce this guarantee, whether or not incurred in connection with litigation. Each of the undersigned specifically agrees to the venue provisions set forth in the foregoing Credit Application and Agreement.

****SIGNATURE(S) REQUIRED**

BY: X _____
SIGNATURE DATE

PRINTED NAME

WITNESS SIGNATURE DATE

PRINTED NAME

BY: X _____
SIGNATURE DATE

PRINTED NAME

WITNESS SIGNATURE DATE

PRINTED NAME

TERMS & CONDITIONS

The applicant named on this Credit Application and Agreement ("Purchaser") agrees that all purchases made by the Purchaser or any person representing himself to be an employee, agent or representative of the Purchaser from the company named on this Credit Application and its subsidiaries, affiliates and divisions (the "Seller") shall be subject to the credit terms and conditions of the Seller as established and amended from time to time, including the terms and conditions set forth herein. The Purchaser represents and warrants that the information furnished herein is true, correct and complete. All credit extensions shall be made at the sole discretion of the Seller and may be denied, altered or terminated by the Seller at any time without cause. In the event of any change in the ownership of the Purchaser or the Purchaser's business, the Purchaser shall be jointly and severally liable with its successors for all sales to such successors that originate and are charged to the Purchaser's account before the Seller receives notice by registered or certified mail of such change in ownership. The Seller reserves the right to require any such successors to submit a new credit application prior to any extension of credit to such successors. An emailed copy of this credit application and agreement shall have the same cause and effect as the original.

The Purchaser agrees to pay all amounts due to the Seller in full in accordance with the terms stated on each invoice. In compliance with section 25509 of the Alcoholic Beverages Control Act, any amount not paid when due will be assessed a finance charge, which shall be added to the sum due. The charge shall equal the amount obtained by multiplying the delinquent balance by one and one-half percent (1.5%) per month or 18% per annum by the expiration of the 42nd day then every 30 days thereafter. All returned checks will be assessed a \$25.00 service charge. The service charge will be increased to \$35.00 for each subsequent returned check. The Seller does not waive any additional remedies available under applicable state law for any check returned by the Purchaser's bank due to insufficient funds. The Purchaser shall pay all attorney's fees, collection and court costs and other expenses incurred by the Seller to collect any obligation owing by the Purchaser, whether or not incurred in connection with litigation. The Purchaser agrees that the venue of any action to enforce this Credit Application and Agreement will be in Sonoma County, CA.

****SIGNATURE(S) REQUIRED**

BY: X _____
SIGNATURE DATE

PRINTED NAME TITLE

WITNESS SIGNATURE DATE

PRINTED NAME