



376 Dry Bridge Rd., Bldg. 3D  
North Kingstown, RI 02852 USA  
(401) 667-5980 FAX: 667-2966

NEW APPLICATION  RE-APPLICATION FOR CREDIT

**STATE OR REGIONAL WHOLESALE  
DISTRIBUTION ACCOUNT APPLICATION**  
*(Must be filled-out completely)*

Date: \_\_\_\_\_

**SHIP TO:**

**BILL TO:** *(If different from ship to)*

\_\_\_\_\_  
BUSINESS NAME ADDRESS

\_\_\_\_\_  
(d/b/a) TRADE NAME CITY, STATE, ZIP

\_\_\_\_\_  
ADDRESS PHONE NO.

\_\_\_\_\_  
CITY, STATE, ZIP ACCOUNTS PAYABLE CONTACT

\_\_\_\_\_  
EMAIL ESTIMATED MONTHLY ORDER (IN US\$)

PROPRIETORSHIP  PARTNERSHIP  LLC  CORPORATION State of incorporation: \_\_\_\_\_

\_\_\_\_\_  
ALCOHOLIC BEVERAGE LICENSE # LICENSEE

\_\_\_\_\_  
BUSINESS RESALE PERMIT # FEDERAL EIN# *(LLC or Corp.)*

\_\_\_\_\_  
CARRIER PREFERENCE DAYS/HOURS OF DELIVERY

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

\_\_\_\_\_  
NAME AND TITLE NAME AND TITLE

\_\_\_\_\_  
HOME ADDRESS HOME ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CITY, STATE, ZIP

\_\_\_\_\_  
HOME PHONE NO. HOME PHONE NO.

\_\_\_\_\_  
SOCIAL SECURITY NO. DRIVER'S LICENSE NO. SOCIAL SECURITY NO. DRIVER'S LICENSE NO.

**BANKING INFORMATION:**

\_\_\_\_\_  
BANK NAME OFFICER

\_\_\_\_\_  
ADDRESS BANK ACCOUNT NO.

\_\_\_\_\_  
CITY, STATE, ZIP BANK PHONE NO.

**TRADE REFERENCES (3):** *(preferably other wine and/or food distributors)*

NAME 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 JC Import Company's 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) JC Import Company 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 JC Import Company 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 him. The Seller will not accept CLAIMS OF BREAKAGE, SHORTAGE, NON-CONFORMITY, OR DAMAGE ACKNOWLEDGED AFTER RECEIPT OF GOODS.
2. All amounts due for goods and services purchased from Seller are payable at the Seller's distribution facility from which the goods and services are delivered. Purchaser acknowledges that such amounts are not installment, but are payable in full as stated herein.
3. All amounts due Seller are payable in accordance with the payment terms granted by Seller's credit department from which the goods and services are delivered. 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 31st, day then every 30 days thereafter.
4. Purchaser shall pay Seller a service charge in an amount of \$25.00 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. All balances due to JC Import Company are payable and this contract is performable in the state of Rhode Island and Providence Plantations. If the customer is a corporation, the signatory agrees to be the individual and personal guarantor of any corporate obligation and JC Import Company need not first proceed against the corporation. The signatory hereby represents that the customer is solvent for the purposes of Uniform Commercial Code, section 2702.
6. In the event the account is turned over to an attorney of 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's fees and court 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

Date \_\_\_\_\_ x \_\_\_\_\_  
Signature

\_\_\_\_\_  
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 JC IMPORT COMPANY and each of its affiliated entities ("Seller"), whether now existing or hereinafter incurred, and I 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 an attorney for collection, or suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I shall pay all reasonable attorney's 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 Address

X \_\_\_\_\_ X \_\_\_\_\_  
Witness Guarantor Date

\_\_\_\_\_  
Date Address



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## RESALE CARD

**PLEASE NOTE:** The following resale information form must be filled out completely and submitted to JC IMPORT COMPANY 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 alcoholic beverage license number \_\_\_\_\_

and 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 JC IMPORT COMPANY 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 \_\_\_\_\_

FAX \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_