



**CREDIT APPLICATION**

<u>BUSINESS INFORMATION</u>	
ALCOHOL BEVERAGE LICENSEE #:	_____
ILLINOIS BEVERAGE TAX # (IBT):	_____
LICENSEE NAME:	_____
DBA:	_____
DELIVERY ADDRESS:	_____
PHONE #:	_____
FACSIMILE PHONE #:	_____
RENT \$:	_____
EMAIL ADDRESS:	_____
BANK:	_____
ADDRESS:	_____
PHONE #:	_____
ACCOUNT #:	_____
BANK REPRESENTATIVE	_____
<u>ADDITIONAL LOCATION</u>	
DBA:	_____
ADDRESS:	_____

<u>SALESPERSON INFO</u>	
CUSTOMER #:	_____
SALESPERSON:	_____
CREDIT:	_____
<u>TRADE REFERENCES</u>	
SUPPLIER:	_____
ADDRESS:	_____
PHONE #:	_____
SUPPLIER:	_____
ADDRESS:	_____
PHONE #:	_____
<u>OWNERS/OFFICERS</u>	
NAME:	_____
ADDRESS:	_____
PHONE #:	_____
% OWNERSHIP:	_____
NAME:	_____
ADDRESS:	_____
PHONE #:	_____
% OWNERSHIP:	_____

**TERMS AND CONDITIONS**

For the purpose of purchasing merchandise on credit, the information provided is warranted to be true. The undersigned also warrants that he/she is the owner or authorized agent of the purchasing entity and has the authority to enter into a legal contract. The applicant hereby authorizes the credit department of Tenzing Wine & Spirits LLC to investigate any references or correspondents of the past, present and future in regards to the undersigned's credit and financial responsibility. Licensee authorizes Tenzing Wine & Spirits LLC to contact licensee's credit references and to check licensee's credit history with credit bureaus and others. Except as agreed herein, Tenzing Wine & Spirits LLC will not disclose your private information unless it is required to do so by law, to verify your continuing financial stability or in an effort or action to collect your unpaid debt to Tenzing Wine & Spirits LLC. On approved credit, application/licensee agrees to pay all invoices in accordance with the laws of the state in which it is licensed. In accordance with the law, a late charge, to the fullest extent the state allows, will be levied on all late payments. a fee of \$25.00 will be levied for any returned check (NSF). Tenzing Wine & Spirits LLC may put the purchaser on a C.O.D. basis. The application/licensee further agrees to pay any costs and/or attorneys' fees that are incurred for the collection of any invoice that is past due whether or not a suite is instituted.

**FEDERAL CREDIT REPORTING ACT AUTHORIZATION FOR TENZING WINE & SPIRITS LLC**

The undersigned consents to Tenzing Wine & Spirits LLC obtaining a consumer credit report on each of the applicants/licensee/guarantors for the purpose of assisting Tenzing Wine & Spirits LLC in the evaluation of the eligibility for credit at any given time of the past, present or future and for the purpose of any other authorized investigations related to this application.

**PERSONAL GUARANTEE FOR CORPORATE CUSTOMERS MUST BE COMPLETED ON REVERSE SIDE**

AUTHORIZE SIGNATURE:	PRINT NAME:	DATE:
AUTHORIZE SIGNATURE:	PRINT NAME:	DATE:
AUTHORIZE SIGNATURE:	PRINT NAME:	DATE:



**PERSONAL GUARANTEE**

AS CONSIDERATION FOR THE ADVANCEMENT OF CREDIT, I/WE THE UNDERSIGNED INDIVIDUALLY, JOINTLY, AND SEVERALLY AGREE AS FOLLOWS:

- 1) IN THE EVENT BUYER DOES NOT PAY THE AMOUNT DUE PURSUANT TO THE TERMS OF THE AGREEMENT BETWEEN BUYER AND TENZING WINE & SPIRITS LLC (SELLER), BUYER AGREES TO PAY A DELINQUENT INTEREST CHARGE OF 1- 1/2% PER MONTH ON THE UNPAID BALANCE.
- 2) SELLER MAY, AT ANY TIME, WITHOUT NOTICE CANCEL ALL CREDIT AVAILABLE TO BUYER AND REFUSE TO MAKE ANY FURTHER CREDIT ADVANCES. IN THE EVENT SELLER DETERMINES THAT INFORMATION CONTAINED ON HIS CREDIT APPLICATION IS FALSE OR MISLEADING, OR IF SELLER RECEIVES OTHER FALSE OR MISLEADING CREDIT INFORMATION FROM BUYER OF ANY KIND OR NATURE, SELLER MAY WITHOUT FURTHER NOTICE CANCEL ANY ORDERS IN-HOUSE, OR ANY DELIVERIES IN PROGRESS TO BUYER, ANY FALSE OR MISLEADING INFORMATION BY BUYER SHALL BE CONSTRUED AS A MATERIAL DEFAULT, AND ANY INVOICES OUTSTANDING SHALL BE IMMEDIATELY DUE AND PAYABLE IN FULL.
- 3) TO PAY ALL COSTS AND ATTORNEY'S FEES INCURRED BY SELLER IN RELATION TO THE INTERPRETATION, CONSTRUCTION, OR ENFORCEMENT OF ANY OR ALL OF OUR OBLIGATIONS UNDER THIS CREDIT APPLICATION OR PERSONAL GUARANTEE, WHETHER OR NOT SUIT IS FILED.
- 4) THAT WE WARRANT AND REPRESENT TO SELLER, THAT WE ARE SOLVENT AND ABLE TO PAY OUR OBLIGATIONS AS THEY BECOME DUE WE WILL NOTIFY SELLER IMMEDIATELY IF ANY BECOME INSOLVENT, AND THAT SELLER CAN RELY ON THIS CONTINUING REPRESENTATION OF SOLVENCY IN
- 5) THAT SELLER MAY USE THIS AGREEMENT WITH ANY FINANCIAL INSTITUTION OR CREDIT REPORTING AGENCY FOR THE PURPOSE OF OBTAINING ALL PERSONAL AND BUSINESS FINANCIAL INFORMATION OF ANY KIND OR NATURE WHATSOEVER.
- 6) TO THE EXTENT ANY TERMS ON A PURCHASE ORDER EXECUTED BY BUYER ARE INCONSISTENT WITH THESE TERMS, THESE TERMS SHALL TAKE PRECEDENCE. ANY MODIFICATION MUST BE CONSENTED TO BY THE SELLER AND BUYER IN WRITING.

IN CONSIDERATION OF THE EXTENSION OF CREDIT BY TENZING WINE & SPIRITS LLC (SELLER) TO APPLICANT, THE UNDERSIGNED DOES JOINTLY AND SEVERALLY PERSONALLY GUARANTEE TO PAY AND BE RESPONSIBLE FOR PAYMENT (AND NOT MERELY COLLECTION) OF ALL SUMS, BALANCES AND ACCOUNTS DUE SELLER, INCLUDING INTEREST, INCURRED COST OF COLLECTION EXPENSES OF AN AGENT WHO IS NOT A SALARIED EMPLOYEE, COURT COSTS AND REASONABLE ATTORNEY'S FEES.

THIS SHALL BE AN OPEN AND CONTINUING GUARANTEE AND SHALL CONTINUE IN FORCE NOTWITHSTANDING ANY CHANGE IN THE FORM OF SUCH INDEBTEDNESS, OR RENEWALS, RELEASES, MODIFICATIONS, OR EXTENSIONS GRANTED BY SELLER, WITHOUT OBTAINING ANY CONSENT THERETO, AND UNTIL EXPRESSLY REVOKED BY WRITTEN NOTICE FROM THE GUARANTOR(S) TO SELLER. ANY SUCH REVOCATION SHALL NOT IN ANY MANNER AFFECT GUARANTOR(S) LIABILITY AS TO ANY INDEBTEDNESS EXISTING PRIOR THERETO. THIS GUARANTEE CAN BE REVOKED IN WRITING, BY CERTIFIED MAIL AND NOTICE RECEIVED, AND MUTUAL CONSENT OF THE PARTIES.

GUARANTOR(S) WAIVE NOTICE OF THE ACCEPTANCE OF THIS AGREEMENT NOTICE OF DEFAULT OR NON-PAYMENT AND WAIVE ACTION REQUIRED BY ANY STATUTE AGAINST THE APPLICANT. NO DELAY ON SELLER'S PART IN EXERCISING ANY RIGHT HEREUNDER OR TAKING ANY ACTION TO COLLECT OR ENFORCE PAYMENT OF ANY OBLIGATION HEREBY GUARANTEED, EITHER AS AGAINST THE APPLICANT OR ANY OTHER PERSON PRIMARILY OR SECONDARILY LIABLE WITH THE APPLICANT, SHALL OPERATE AS A WAIVER OF ANY SUCH RIGHT OR IN ANY MANNER PREJUDICE SELLER'S RIGHTS GUARANTOR(S). GUARANTOR(S) AGREES THAT IN THE EVENT OF ANY DEFAULT ANY TIME BY SAID APPLICANT, SELLER SHALL BE ENTITLED TO LOOK TO GUARANTOR(S) IMMEDIATELY FOR FULL PAYMENT WITHOUT PRIOR DEMAND OR NOTICE. GUARANTOR(S) CONSENTS AND AGREES TO BE BOUND BY ALL OF THE PROVISIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATIONS PARAGRAPH 1-6 ABOVE.

I GRANT TENZING WINE & SPIRITS LLC THE RIGHT TO ACCESS MY PERSONAL CREDIT REPORT FOR THE PURPOSE OF DETERMINING CREDIT WORTHINESS REGARDING ANY PRESENT OR FUTURE PURCHASE(S) OF ALCOHOLIC BEVERAGES AND ALL OTHER PRODUCT SOLD BY IT.

BY: \_\_\_\_\_  
AUTHORIZED SIGNATURE(NO TITLE)

NAME: \_\_\_\_\_  
PRINT FULL NAME OF APPLICANT(NO TITLE)

SOCIAL SECURITY NUMBER: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
(REQUIRED)

DATE OF BIRTH: \_\_\_\_\_  
(REQUIRED)

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

\_\_\_\_\_  
STATE/POSTAL CODE DATE