Tel (617) 440-1764 Fax (617) 440-1039 teamcreditmanager@mswalker.com



A copy of your current alcoholic beverage license, signed personal guaranty and ST-3 form <u>MUST</u> accompany this application.

## NEW JERSEY CREDIT APPLICATION

| Date:                              |   |   |                          |  |
|------------------------------------|---|---|--------------------------|--|
| Corporation Name:                  |   | Tel #:  | _ Tel #:                 |  |
| D/B/A:                             |   | Fed Tax Id #:                                 | Fed Tax Id #:            |  |
| Delivery Address:                  |   |   |                          |  |
|                                    |   |   | ):                       |  |
| Delivery Instructions:             |   |   |                          |  |
|                                    |   |   |                          |  |
| Permit/License Number: _           |   | Date Issued:                                  | Date Issued:             |  |
| Type of License: (check all t      | hat apply) □All Alcoholic □Wine & Malt □  | W/M/Cordials □ Seasonal                       |                          |  |
| Type of Business: $\square$ On Pro | emise Off Premise   |   |                          |  |
| If you are part of a CO-OP/g       | group, please provide name and number:  |   |                          |  |
| Do you own the property wh         | here the business is located? $\square$ Yes $\square$ No  |   |                          |  |
| Number of years you have or        | wned alcoholic beverage license at this address: _  |   |                          |  |
| Name of previous owner of a        | alcoholic beverage license:   |   |                          |  |
| A/P Bookkeeping Contact N          | Name:   |   |                          |  |
| A/P Bookkeeping Contact F          | Phone:  |   | _                        |  |
|                                    | ss:   |   |                          |  |
| Bank Name: Routing Number:         |   | Account Number:                               | Account Number:          |  |
|                                    |   |   |                          |  |
| Company Name                       | 3 credit references required (within wine & Tel# Ad   | r spirits industry if possible).<br>dress     | Account #                |  |
| 1                                  |   | di Coo  | riccourt                 |  |
| 2                                  |   |   |                          |  |
| 3                                  |   |   |                          |  |
|                                    |   |   |                          |  |
| Please list/detail your experience | ce in the wine/spirits industry (if any)  |   |                          |  |
|                                    |   |   |                          |  |
| per month (annual percentage       | on, I agree to abide by all M.S. Walker, Inc. terms and corate: 12%) on all invoices outstanding sixty (60) or moor collection, customer agrees to be responsible for all c | re days after invoice date. If customer's acc | count is forwarded to an |  |
|                                    | Authorized Applicant's Signature  | Applicant's Title                             | SUBMIT                   |  |
| OFFICE USE ONLY MSW Rep Id#        | M & S   | #   |                          |  |
| NH 00 05 0005                      |   |   | D : (2                   |  |

NJ: 03.25.2025



## **GUARANTY**

## **NEW JERSEY**

In consideration of the extension of credit by M.S. Walker, Inc. or any of its companies to above Credit Applicant (hereinafter "Licensee") and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned ("Guarantor"), personally and unconditionally guarantees to M.S. Walker the prompt and full payment of any and all sums due or which may become due to M.S. Walker from Licensee, whether such sums represent principal, interest, fees, charges, costs, expenses, or any other obligations of Licensee (collectively, the "Indebtedness"). This Guaranty is a continuing, absolute, and unconditional guaranty of payment and not of collection. It shall remain in full force and effect for all current and future Indebtedness of Licensee to M.S. Walker. Guarantor's liability hereunder shall be unaffected by any extension, renewal, settlement, or compromise between Licensee and M.S. Walker or by any modification of Licensee's obligations. Guarantor agrees that M.S. Walker is not required to pursue any legal or equitable remedies against Company, any collateral, or any other party liable for the Indebtedness prior to demanding payment from Guarantor. Guarantor expressly waives notice of acceptance of this Guaranty and all other notices in connection with the Indebtedness, including without limitation, demands, protests, and notices of presentment, default, nonpayment, dishonor, or acceleration. If any sum due and owing to M.S. Walker is collected through an attorney at law or under advice from an attorney, Guarantor agrees to pay all costs of collection, including but not limited to all court costs, reasonable attorneys' fees, and any other expenses incurred in the collection process. Guarantor's liability hereunder shall not be reduced, released, discharged, or otherwise affected by (a) any insolvency, bankruptcy, or reorganization of Licensee; (b) any waiver, extension, or modification of the terms of the Indebtedness; or (c) any failure or delay by Licensee to exercise any right or remedy. Guarantor hereby waives all defenses that may be available to Licensee with respect to the Indebtedness, except for the full and final payment of the Indebtedness. Guarantor further waives any right of setoff, recoupment, or counterclaim it may have against M.S. Walker in connection with this Guaranty. This Guaranty shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflicts of law provisions. If any provision of this Guaranty is found to be invalid or unenforceable under applicable law, that provision shall be ineffective to the extent of such invalidity or unenforceability without affecting the validity or enforceability of the remaining provisions. This Guaranty may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

| DATED THIS DAY OF                | ,      | ·         |  |  |  |
|----------------------------------|--------|-----------|--|--|--|
| SOCIAL SECURITY #:               |        |           |  |  |  |
| GUARANTOR'S NAME:(Please print)  |        |           |  |  |  |
| GUARANTOR'S SIGNATURE:           |        |           |  |  |  |
| GUARANTOR'S RESIDENTIAL ADDRESS: |        |           |  |  |  |
| CITY:                            | STATE: | ZIP CODE: |  |  |  |

**Disclaimer:** It is your responsibility to ensure that this document is sent securely. Please email the document encrypted to teamcreditmanager@ mswalker.com. If you are unable to send an encrypted email, please contact teamcreditmanager@mswalker.com to request assistance or an encrypted email for a secure response. We strongly advise against sending sensitive information without proper encryption due to the risk of unauthorized access. Your attention to this security requirement is appreciated.

NJ: 03.25.2025