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M·S WALKER

A copy of your current alcoholic beverage license, signed personal guaranty and COA or ST-120 MUST accompany this application.

NEW YORK CREDIT APPLICATION

Date: _____

Corporation Name: _____ Tel#: _____

D/B/A: _____ Fed Tax Id #: _____

Delivery Address: _____

City: _____ County: _____ State: _____ Zip: _____

Delivery Instructions: _____

Owner/Corporate Officer: _____ Customer Contact: _____

Number of years you have owned alcoholic beverage license at this address: _____

Name of previous owner of alcoholic beverage license: _____

Type of License: (check all that apply) All Alcoholic Wine & Malt W/M/Cordials Seasonal

Type of Business: On Premise Off Premise

If you are part of a group, please provide name and number: _____

Serial Number: _____ License Issued: _____ Cert Number: _____

Are you subject to the city tax? Yes No | Do you own the property where the business is located? Yes No

A/P Bookkeeping Contact Name _____

A/P Bookkeeping Contact Phone: _____

A/P Statement Email Address: _____ (required to receive monthly statements)

Bank Name: _____ Routing Number: _____ Account Number: _____

3 credit references required (within wine & spirits industry if possible).

	Company Name	Tel#	Address	Account #
1				
2				
3				

Please list/detail your experience in the wine/spirits industry (if any)

By signing this credit application, I agree to abide by all M.S. Walker, Inc. terms and conditions of sale including, but not limited to a service charge of 1% per month (annual percentage rate: 12%) on all invoices outstanding sixty (60) or more days after invoice date. If customer's account is forwarded to an attorney or collection agency for collection, customer agrees to be responsible for all costs of collection including reasonable attorney's fees as approved by the court.

Authorized Applicant's Signature

Applicant's Title

SUBMIT

OFFICE USE ONLY

MSW Rep Id# _____ M & S # _____



M·S WALKER

GUARANTY

NEW YORK

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.