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New Rochelle, NY 10801
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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 Contact Name _____ A/P Contact Phone: _____

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

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

Do you use FinTech?: ☐ Yes ☐ No

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.



Resale Certificate

Name of seller	Name of purchaser
Street address	Street address
City State ZIP code	City State ZIP code

Mark an **X** in the appropriate box: ☐ Single-use certificate ☐ Blanket certificate
Temporary vendors must issue a single-use certificate.

To the purchaser:

You may not use this certificate to purchase items or services that are not for resale. If you purchase tangible personal property or services for resale, but use or consume the tangible personal property or services yourself in New York State, you must report and pay the unpaid tax directly to New York State. Any misuse of this certificate will result in tax liabilities and substantial penalty and interest.

Purchaser information – *please type or print*

I am engaged in the business of _____ and principally sell _____
(Contractors may not use this certificate to purchase materials and supplies.)

Part 1 – To be completed by registered New York State sales tax vendors**I certify that I am:**

- ☐ a New York State vendor (including a hotel operator or a dues or admissions recipient), show vendor or entertainment vendor. My valid *Certificate of Authority* number is _____
- ☐ a New York State temporary vendor. My valid *Certificate of Authority* number is _____ and expires on _____

I am purchasing:

- ☐ **A.** Tangible personal property (other than motor fuel or diesel motor fuel)
- for resale in its present form or for resale as a physical component part of tangible personal property;
 - for use in performing taxable services where the property will become a physical component part of the property upon which the services will be performed, or the property will actually be transferred to the purchaser of the taxable service in conjunction with the performance of the service; or
- ☐ **B.** A service for resale, including the servicing of tangible personal property held for sale.

Part 2 – To be completed by non-New York State purchasers

I certify that I am not registered nor am I required to be registered as a New York State sales tax vendor. I am registered to collect sales tax or value added tax (VAT) in the following state/jurisdiction _____ and have been issued the following registration number _____ (If sales tax or VAT registration is not required and a registration number is not issued by your home jurisdiction, indicate the location of your business and write **not applicable** on the line requesting the registration number.)

I am purchasing:

- ☐ **C.** Tangible personal property (other than motor fuel or diesel motor fuel) for resale, and it is being delivered directly by the seller to my customer or to an unaffiliated fulfillment services provider in New York State.
- ☐ **D.** Tangible personal property for resale that will be resold from a business located outside New York State.

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

Type or print name and title of owner, partner, or authorized person of purchaser	
Signature of owner, partner, or authorized person of purchaser	Date prepared

Substantial penalties will result from misuse of this certificate.

Instructions

Form ST-120, *Resale Certificate*, is a sales tax exemption certificate.

This certificate is only for use by a purchaser who:

- A** – is registered as a New York State sales tax vendor and has a valid *Certificate of Authority* issued by the Tax Department and is making purchases of tangible personal property (other than motor fuel or diesel motor fuel) or services that will be resold or transferred to the purchaser's customers, **or**
- B** – is not required to be registered with the New York State Tax Department;
 - is registered with another state, the District of Columbia, a province of Canada, or other country, or is located in a state, province, or country which does not require sellers to register for sales tax or VAT purposes; and
 - is purchasing items for resale that will be either:
 - 1) delivered by the seller to the purchaser's customer or to an unaffiliated fulfillment service provider located in New York State, or
 - 2) delivered to the purchaser in New York State, but resold from a business located outside the state.

Note: For purposes of 1) above, delivery by the seller includes delivery in the seller's own vehicle or by common carrier, regardless of who arranges for the transportation.

Non-New York State purchasers: registration requirements

If, among other things, a purchaser has any place of business or salespeople in New York State, or owns or leases tangible personal property in the State, the purchaser is required to be registered for New York State sales tax.

A business must register (unless the business can rebut the statutory presumption as described in TSB-M-08(3.1)S, *Additional Information on How Sellers May Rebut the New Presumption Applicable to the Definition of Sales Tax Vendor as Described in TSB-M-08(3)S*) for New York State sales tax if the business enters into agreements with residents of New York State under which the residents receive consideration for referring potential customers to the business by links on a Web site or otherwise, and the value of the sales in New York State made by the business through those agreements totals more than \$10,000 in the preceding four sales tax quarters. See TSB-M-08(3)S, *New Presumption Applicable to Definition of Sales Tax Vendor*, and TSB-M-08(3.1)S.

Also see TSB-M-09(3)S, *Definition of a Sales Tax Vendor is Expanded to Include Out-of-State Sellers with Related Businesses in New York State*, for information on sales tax registration requirements for out-of-state businesses with New York affiliates.

A purchaser who is not otherwise required to be registered for New York State sales tax may purchase fulfillment services from an **unaffiliated** New York fulfillment service provider and have its tangible personal property located on the premises of the provider without being required to be registered for sales tax in New York State.

If you need help determining if you are required to register because you engage in activity in New York State, contact the department (see *Need help?*).

If you meet the registration requirements and engage in business activities in New York State without possessing a valid *Certificate of Authority*, you will be subject to penalty of up to \$500 for the first day on which you make a sale or purchase, and up to \$200 for each additional day, up to a maximum of \$10,000.

Limitations on use

Contractors cannot use this certificate. They must either:

- issue Form ST-120.1, *Contractor Exempt Purchase Certificate*, if the tangible personal property being purchased qualifies for exemption as specified by the certificate, or
- issue Form AU-297, *Direct Payment Permit*, or
- pay sales tax at the time of purchase.

Contractors are entitled to a refund or credit of sales tax paid on materials used in repairing, servicing or maintaining real property, if the materials are transferred to the purchaser of the taxable service in conjunction with the performance of the service. For additional information, see Publication 862, *Sales and Use Tax Classifications of Capital Improvements and Repairs to Real Property*.

To the Purchaser

Enter all the information requested on the front of this form.

You may mark an **X** in the *Blanket certificate* box to cover all purchases of the same general type of property or service purchased for resale. If you do not mark an **X** in the *Blanket certificate* box, the certificate will be deemed a *Single-use certificate*. Temporary vendors may not issue a blanket certificate. A *temporary vendor* is a vendor (other than a show or entertainment vendor), who, in no more than two consecutive quarters in any 12-month period, makes sales of tangible personal property or services that are subject to tax.

This certificate does not exempt prepaid sales tax on cigarettes. This certificate may not be used to purchase motor fuel or diesel motor fuel.

Misuse of this certificate

Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:

- A penalty equal to 100% of the tax due;
- A \$50 penalty for each fraudulent exemption certificate issued;
- Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
- Revocation of your *Certificate of Authority*, if you are required to be registered as a vendor. See TSB-M-09(17)S, *Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability*, for more information.

To the Seller

If you are a New York State registered vendor and accept an exemption document, you will be protected from liability for the tax, if the certificate is valid.

The certificate will be considered valid if it was:

- accepted in good faith;
- in the vendor's possession within 90 days of the transaction; and
- properly completed (all required entries were made).

A certificate is accepted in good faith when a seller has no knowledge that the exemption certificate is false or is fraudulently given, and reasonable ordinary due care is exercised in the acceptance of the certificate.

You must get a properly completed exemption certificate from your customer no later than 90 days after the delivery of the property or the performance of the service. When you receive a certificate after the 90 days, both you and the purchaser are subject to the burden of proving that the sale was exempt, and additional documentation may be required. An exemption certificate received on time that is not properly completed will be considered satisfactory if the deficiency is corrected within a reasonable period. You must also maintain a method of associating an invoice (or other source document) for an exempt sale made to a customer with the exemption certificate you have on file from that customer.

Invalid exemption certificates – Sales transactions which are not supported by valid exemption certificates are deemed to be taxable retail sales. The burden of proof that the tax was not required to be collected is upon the seller.

Retention of exemption certificates - You must keep this certificate for at least three years after the due date of the return to which it relates, or the date the return was filed, if later.

Need help?



Internet access: www.tax.ny.gov
(for information, forms, and publications)



Sales Tax Information Center: (518) 485-2889
To order forms and publications: (518) 457-5431



Text Telephone (TTY) Hotline
(for persons with hearing and speech disabilities using a TTY): (518) 485-5082