



New Account Application

325 E. Nugget Avenue • Suite #101 Sparks Nevada 89431 • Tel: (775) 355-5500

Date _____ Business Name _____

Chain Store # _____ Corporate Name _____

Owner _____ Manager _____

Physical Address _____ City _____ Zip _____

Location Phone _____ Fax _____ Email Address _____

Mailing Address: _____

A/P Contact _____ A/P Email Address _____

A/P Phone _____ A/P Fax _____ Statement Yes _____ No _____

Type of Business _____ Estimated Opening Date _____

Bank Name _____ Acct. # _____

Contact _____ Address _____

City _____ State _____ Zip _____

LICENSING:

Please complete all licensing information:

Liquor License # _____ Exp. Date _____ County _____

State Resale Lic. # (State Tax #) _____ **Federal Tax ID #** _____

PRODUCTS:

Type of products being sold (Please check all that apply):

Draught Beer: YES | NO **Package Beer:** YES | NO **Spirits:** YES | NO **Non-Alcohol (Water, Energy Drinks):** YES | NO

CUSTOMER TERMS: NEW WEST WILL NOT ACCEPT CASH AND, IN MANY CASES, CHECKS! SERVICES LIKE FINTECH, RETAILERS OWN BANK AND NEW WEST RETAILERS PORTAL (WHICH ALLOWS RETAILER TO PAY VIA ACH, AND/OR CREDIT CARD) PLEASE INDICATE YOUR PREFERENCE IN PAYING MOVING FORWARD.

FINTECH (FINTECH.COM): YES | NO NEW WEST RETAILER PORTAL (NWDRENO.COM): YES | NO

Initial of Approval: _____ Date _____ Acct. # _____ ON PREMISE _____ OFF PREMISE _____



DELIVERY INFORMATION

Account Name:

Account Contact Person & Phone #:

Delivery Address:

Cross Street:

Open/Close Times:

Preferred Delivery Day: (please number 1 – 5 in order of preference with one being the first day you prefer and 4 being the last day you prefer):

Monday _____ Tuesday _____ Wednesday _____ Thursday _____ Friday _____

(Please list your preferred delivery time(s) or availability of person to receive and sign for delivery**):

** We will make every effort to accommodate your preferred delivery time and day, however, we are unable to guarantee a specific time of day as account routing changes occur continuously throughout the day.

Service Times: (for lunch, etc.):

Seasonal Account? (please circle one) YES NO

If yes, please indicate open/closed months:

Email Address:

Do you want your invoice to be emailed or printed?

Special Notes for Delivery:

New West Sales Rep:

New West Notes:

New West Distributing Credit Agreement Terms and Conditions

1. In order for New West Distributing, Inc. to extend credit to Applicant or accept check as payment for services, the included credit application must be approved. This Credit Application must contain the signature of a company officer, partner or owner and all other requested information. Applicants with insufficient information or unsatisfactory credit applications will be required to pay cash or check upon delivery.
2. All applications for a CHARGE account must agree to and sign the included Continuing Guarantee. No accounts will be approved for CHARGE status if the Continuing Guarantee is blank or missing.
3. In compliance with Nevada Sales and Use Tax Laws, it is necessary that customers provide a signed resale certificate with their State Sales Tax Permit Number declaring that merchandise has been purchased for re-sale.
4. An approved liquor license is necessary for New West Distributing, Inc. to release your order.
5. Nevada Statutes NRS 369.487 requires all retailers to purchase liquor only from state-licensed wholesales and NRS 369.488 provides the sources for purchase of liquor by retailer.
6. Nevada Statutes NRS 369.4877 requires payments by customer on or before the 10th day of the month following delivery of product. Unpaid deliveries will result in customer becoming delinquent on the 15th of the month following the month of delivery. Customer account will be placed on delivery hold for payments not received by the 15th of the month and all future deliveries must be paid for by cash, money order, certified check or cashier's bank check until account is paid in full. Short paying of invoices is prohibited. Credit for invoices or pricing errors or returns will be issued to your account and will appear on your monthly statement. All credits must be used within 90 days of issuance of same.
7. If any customer checks are returned for NSF (non-sufficient funds) the customer's account will be placed on CASH ONLY for 60 days and a (\$40) forty-dollar NSF fee will be charged. If two or more NSF checks are received in a 6-month period, the account will be placed on CASH ONLY terms for a minimum of 6 months.
8. If customer account becomes delinquent and payment plan becomes necessary, customer agrees to pay COD or cash for all current orders plus the amount agreed upon per the terms of payment plan. Once delinquent payment has been received in full under the payment terms agreed upon, customer will be on COD or CASH for a period of 6 months.
9. Should customers account require a payment plan or should there be any NSF's in a 6 month period, upon request by the customer in writing, New West Distributing, Inc. will re-evaluate customer's credit and determine appropriate credit terms.
10. By signing the credit application, Applicant certifies that all statements and information included in the Credit application are true, correct and complete. New West Distributing, Inc. is authorized to verify all statement through any source available to them.
11. Applicant agrees to pay upon demand all New West Distributing's costs and expenses, including attorney's fees and New West Distributing's legal expenses, incurred in connection with the enforcement of collection of delinquent account. Costs and expenses include New West Distributing's attorneys' fees and legal expenses whether there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Applicant also shall pay all court costs and such additional fees as may be directed by the court.
12. Applicant agrees that New West Distributing, Inc. shall be entitled to rely on instructions provided by an officer, owner or employee of customer in connection with the purchase of products from New West Distributing and customer is responsible for payment of these orders. A list will be provided to New West Distributing, Inc. of authorized personnel to place and pick up orders.

Signature

Date

REQUIRED FOR CREDIT APPROVAL

CONTINUING GUARANTY

For valuable consideration, the undersigned (hereinafter called Guarantor) absolutely and unconditionally guarantees and promises to pay NEW WEST DISTRIBUTING, INC., a corporation (hereinafter called the Company), its affiliates, successors, and assigns, or orders, in lawful money of the United States any and all indebtedness of _____.

(Hereinafter called Debtor) to Company in whatever amount may be owing to Company whether such indebtedness now exists or is incurred hereafter whether voluntary or involuntary and however arising, whether recovery on such indebtedness may be, or hereafter become. Barred by any statute or limitations. This is a continuing guaranty relating to any and all indebtedness, including that arising under successive transactions, which shall either continue the indebtedness, or from time to time renew it after it has been satisfied.

The obligations hereunder are joint and several and independent of the obligations to Debtor, and a separate action or actions may be brought and prosecuted against Guarantor whether an action is brought against Debtor, whether Debtor be joined in any such action or actions; and Guarantor waives the benefit of any statute of limitations affecting their liability hereunder or the enforcement thereof.

Guarantor further agrees to pay reasonable attorney's fees and other costs and expenses, which may be incurred by Company in the enforcement of the guaranty.

Guarantor waives any right to require Company to (a) proceed against Debtor (b) proceed against or exhaust any security held for Debtor: or, (c) pursue any remedy in Company's power whatsoever. Guarantor waives any defense arising by reason of any disability or other defense of Debtor or by reason of the cessation from cause whatsoever of the liability of Debtor.

Guarantor waives all presentments, demands for performance, notices of non-performance, protest, notices of protest, notices of dishonor and notice or acceptance of the guaranty and of this existence, creation, or incurring of new or additional indebtedness.

This guaranty shall not be abrogated or affected in any manner by any change in the firm or status of the Debtor, whether caused by death, by the admission of any new member or members, or by any change from any cause whatsoever.

If the Debtor is a partnership, all partners acknowledge that I have the legal right to bind the Debtor and that I am authorized to sign on behalf of the Debtor.

In witness whereof, the undersigned (have, has) executed this guaranty this _____ day of _____, 20 ____.

Home address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Social Security: _____

For the purpose of obtaining credit, we warrant this statement is true and complete, authorization is hereby granted to verify any information of this application.

As per NRS 369.485: 1) A service charge will be charged on all past due accounts, 2) The service charge rate is 1.5 % per month, 18% per year, and 3) an account is past due if payment is not received by New West Distributing, Inc., on or before the 15th day of the month following the date of the invoice(s).

Print Name: _____

Signed: _____

Title: _____

Date: _____

NEVADA RESALE TAX PERMIT

I hereby certify that I hold a valid seller's permit number _____ issued pursuant to chapters 372, 374 and 377 of the Nevada Revised Statutes; that I am engaged in the business of selling _____; and that the tangible personal property described in the second paragraph of this certificate, which I purchase from NEW WEST DISTRIBUTING, INC., will be resold by me in the form of tangible personal property. I further certify that in the event any of the property is used for any purpose other than retention, demonstration or display while I am holding it for sale in the regular course of business, it is understood that I am required by chapters 372, 374 and 377 of the Nevada Revised Statutes to report it and pay the tax measured by the purchase price of the property.

Description of the property to be purchases:

Purchaser: _____

Address: _____

Signature of Purchaser

Date

