



JOHNSON BROTHERS OF SOUTH DAKOTA

CREDIT APPLICATION

300 East 50th St N • Sioux Falls, SD 57104 • (605) 336-2828 • Fax (605) 336-0031 • customeraccounts@johnsonbrothers.com

This form is filed in our confidential credit file and used only in establishing credit with our company.

Licensed as: _____ **Established:** _____

DBA Name: _____ **Phone:** _____

Business Address: _____ **Fax:** _____

City / State / Zip: _____ **E-mail:** _____

County of: _____ **License Applied at (City / Village / Town of):** _____

Business Type: Corporation LLC Partnership Sole Proprietorship **Fed ID#:** _____

Mailing Address: _____ **Phone:** _____

City / State / Zip: _____ **Fax:** _____

Accounts Payable Contact: _____ **E-mail:** _____

PRINCIPLE OWNERS OR STOCKHOLDERS:

NAME	TITLE	HOME ADDRESS	PHONE #	SOCIAL SEC. #
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____

TRADE REFERENCES:

NAME	TITLE	ADDRESS	PHONE #
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Bank Name: _____ **Bank Phone:** _____

Bank Officer: _____ **Account Number:** _____

Business Type: _____

Other Locations: _____

TERMS: Net 30 days. FOB Shipping Point

Customer agrees that delinquent balances on invoices over 60 days old will carry interest at a rate of 1.5% per month, and further agrees to pay all costs of collection, including Attorney's fees. There is a \$25 (or maximum allowed by law) charge for returned checks.

Customer expressly agrees that the forum for any litigation pursuant to this agreement or any other contract between Seller and Customer, whether Seller or Customer brings suit, shall be the state or federal courts located in Minnehaha County, South Dakota and the Customer consents and submits to the venue and jurisdiction of said courts. This agreement shall be governed by and construed in accordance with the laws of South Dakota.

Customer shall make a careful inspection at time of delivery. Failure to give written notice within ten (10) days of delivery shall constitute an unqualified acceptance of the merchandise delivered and a waiver of all claims. No returned product will be accepted without prior approval. Restock fees apply.

To the best of my knowledge, the above information is true in fact as of this date: _____

Signed By: _____ **Title:** _____

This signature gives permission to Johnson Brothers Liquor Company, or their agent, to verify any or all information listed on this form.



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GUARANTY OF CUSTOMER ACCOUNT:

Customer #: _____

Full Legal Name of Business

Address

City State Zip Code

This Letter will confirm our understanding:

To induce Johnson Brothers Liquor Company, Phillips Wine & Spirits, Wine Merchants and their various divisions, subsidiaries, parents, affiliates and related businesses to sell merchandise and extend credit to the Customer above-named, I/we hereby unconditionally guarantee the prompt and full payment when due of any and all indebtedness that the Customer may owe you from time to time arising from your sale or delivery of merchandise to the Customer. I/we will also pay you any collection expenses and reasonable attorney's fees you may incur due to the Customer's default or to enforce this guaranty. I/we agree that these obligations may not be offset by any claim or counterclaim the Customer may have against you, or by any potential contribution from another guarantor. You may enforce this guaranty either before or after proceeding against the Customer.

This guaranty is continuing, absolute and unconditional, and I/we can revoke it only by giving you my/our termination notice in writing (verbal notice is insufficient). My/our guaranty will still cover any transactions that occur before you actually receive such written notice.

I/we hereby waive notice of acceptance, demand, protest, dishonor, default or non-payment, orders, sales and deliveries, and extensions of credit. My/our obligations under this guaranty will be joint and several, and not be affected by any settlements, compromises, releases, adjustments, or other transactions involving you and the Customer. I/we agree that you may bring any suit to enforce this guaranty in the state or federal courts located in Minnehaha County, South Dakota, and I/we consent to the venue and jurisdiction of said courts.

I/we understand that this is a legal agreement, and agree to be bound by its terms.

WITNESSED:

Sign Name: _____

Print Name: _____

GUARANTOR 1

DATED:

Sign Name: _____

Print Name: _____

GUARANTOR 2

South Dakota Streamlined Sales Tax Agreement

Certificate of Exemption

Warning to purchaser:

This is a multi-state form. Not all states allow all exemptions listed on this form. Purchasers are responsible for knowing if they qualify to claim exemption from tax in the state that is due tax on this sale. The state that is due tax on this sale may be notified that you claimed exemption from sales tax.

The purchaser will be held liable for any tax and interest, and possible civil and criminal penalties imposed by the member state, if the purchaser is not eligible to claim this exemption.

1. Check if you are attaching the Multistate Supplemental form.

If not, enter the two-letter abbreviation for the state under whose laws you are claiming exemption.

2. Check if this certificate is for a **Single Purchase Certificate**. Invoice/purchase order # _____.

3. A. Name of purchaser

B. Business address _____ City _____ State _____ Zip code _____

C. Purchaser's tax ID number _____ State of Issue _____ County of Issue _____

D. If no tax ID number, enter FEIN _____

E. If no ID number or FEIN, enter Driver's License Number/State Issued ID number _____ State of Issue _____

F. Foreign diplomat number _____

G. Name of seller from whom you are purchasing, leasing or renting _____

H. Seller's address _____ City _____ State _____ Zip code _____

Print or type

4. Purchaser's Type of business. Circle the number that best describes your business.

Circle type of business

- | | |
|---|---------------------------------------|
| 01 Accommodation and food services | 11 Transportation and warehousing |
| 02 Agriculture, forestry, fishing, hunting | 12 Utilities |
| 03 Construction | 13 Wholesale trade |
| 04 Finance and insurance | 14 Business services |
| 05 Information, publishing and communications | 15 Professional services |
| 06 Manufacturing | 16 Education and health-care services |
| 07 Mining | 17 Nonprofit organization |
| 08 Real estate | 18 Government |
| 09 Rental and leasing | 19 Not a business |
| 10 Retail trade | 20 Other (explain) _____ |

5. Reason for exemption. Circle the letter that identifies the reason for the exemption.

Circle reason for exemption

- | | |
|--|---|
| A Federal government (Department) _____ | H Agricultural |
| B State or local government (Agency) _____ | I Industrial production/manufacturing <u>Does not apply in SD</u> |
| C Tribal government | J Direct pay permit |
| D Foreign diplomat | K Direct Mail |
| E Charitable organization - SD Permit Required | L Other (Explain) _____ |
| F Religious or private educational organization - SD Permit Required | |
| G Resale | |

6. I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.

Sign here

Signature of authorized purchaser _____ Print name here _____ Title _____ Date _____

South Dakota Streamlined Sales and Use Tax Agreement
Certificate of Exemption: Multistate Supplemental

Name of Purchaser

State	Reason for exemption	Identification number (if required)
AR	_____	_____
IA	_____	_____
IN	_____	_____
KS	_____	_____
KY	_____	_____
MI	_____	_____
MN	_____	_____
NC	_____	_____
ND	_____	_____
NE	_____	_____
NJ	_____	_____
NV	_____	_____
OH	_____	_____
RI	_____	_____
OK	_____	_____
SD	_____	_____
TN	_____	_____
UT	_____	_____
VT	_____	_____
WA	_____	_____
WI	_____	_____
WV	_____	_____
WY	_____	_____

A seller doing business in a state that is not a member of the Streamlined Agreement must obtain documentation to support exempt transactions as required by that state.

AUTO BILL PAY

SAVE TIME.
SAVE MONEY.

Three Options:

AUTO BILL PAY

- Funds withdrawn **on invoice due date**, not before. You can still take full advantage of your terms. [COD funds drawn next business day].
- Notified via e-mail 7 days before the invoice will be debited from your account.
- Credits given along with invoice debits.

onEpay

- Invoices are consolidated into one weekly payment.
- Funds drawn each Tuesday after the due date.
- Notified via e-mail 7 days before the invoice will be debited from your account.
- Credits given along with invoice debits.

COD ONLY

- Pay only for COD delivery invoices. Terms invoices can still be paid by traditional check.
- Funds drawn next business day.

Benefits

- Buy yourself time
- COD delivery payments are automated versus hand writing checks
- Save Money
- Stay Current
- Administered by Johnson Brothers
- Free Service
- Safe & Flexible

Sign Up Today!

- Enrollment is attached
- Questions? Contact our Credit Department at [651] 695-3540 or ACH@johnsonbrothers.com

Auto Bill Pay Enrollment

Johnson Brothers | Wine Merchants | Phillips Wine & Spirits | Artisan Beer Company

I, _____, hereby authorize Johnson Brothers, its subsidiaries and affiliates, to effect payment for charges on my account as such amounts become due by initiating debit entries in the form of electronic funds transfers to my bank account maintained at the financial institution named below.

Original must be mailed to:

Attn: Credit Department, Johnson Brothers
1999 Shepard Road, St. Paul, MN 55116

To expedite, you may also fax to [651] 637-3240 or email to ACH@johnsonbrothers.com

Customer Business Information

DBA Name: _____

Cust Account #: _____

Business Address: _____

Contact Phone #: _____

Payment Options: [Select One]

Auto Bill Pay - Funds Drawn on Due Date

onEpay - Weekly Consolidated Payment
Funds Drawn Each Tuesday

COD Only - Funds Drawn Next Business Day
for COD Invoices Only

Contact Name: _____

Contact E-Mail Address:

[Auto Bill Pay draw notifications
will be sent to this address] _____

Customer Banking Information

Account Name: _____

Account Type: [Select One]

Checking

Savings

Bank Name: _____

Bank City: _____

Authorized Bank Account Signer [Signature]

Bank ABA [Routing] #: _____

Authorized Bank Account Signer [Print Name]

Account #: _____

Date

ELECTRONIC STATEMENTS

Want to receive your statements **ELECTRONICALLY** instead of dealing with paper?

Sign Up

Owner E-Mail Address: _____
(Required)

Manager E-Mail Address: _____
(Optional)

Questions? Need Help? Call Fred Richards at [651] 637-3343. He'll be happy to help!