



# JOHNSON BROTHERS OF NEW JERSEY

Physical Address: Building 17 - 100 Central Ave • South Kearney, NJ 07032  
Mailing Address: 8403 7<sup>th</sup> Ave • Brooklyn, NY 11228 • (718) 836-1133 • Fax (718) 836-3233 • infonj@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:** \_\_\_\_\_

**NJABC License #:** \_\_\_\_\_ **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 Hudson County, New Jersey 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 New Jersey.

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 Hudson County, New Jersey, 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