



# JOHNSON BROTHERS OF NEW YORK

8403 7<sup>th</sup> Ave • Brooklyn, NY 11228 • (718) 836-1133 • Fax (718) 836-3233 • creditny@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:** \_\_\_\_\_

**NYSLA Serial #:** \_\_\_\_\_ **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: Wine & Spirits Net 30 Days, Malt (Beer) Based on NY Credit Periods. 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 Kings County, New York 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 York.

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 Kings County, New York, 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



New York State Department of Taxation and Finance  
**New York State and Local Sales and Use Tax**  
**Resale Certificate**

**ST-120**  
(1/11)

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.**