



## Instructions for completion and submission of the following four-page form

- 1) Please print the following four pages and complete the credit application on pages one through three in a thorough manner, including the Sales Rep's name. Sign the top and bottom of page three of the credit application. The more complete the information you provide, the easier our credit evaluation process will be. That will allow us to make the most informed decisions regarding your credit terms.
- 2) The last page (page four) is the Seller's Permit form, which is a mandatory requirement from the State Board of Equalization. Please complete and sign it accordingly.
- 3) On the top of the second page of the credit application is a section marked "TRADE REFERENCES." In supplying the requested phone numbers, please give us the fax number and phone number of the person who is the credit contact for that company. This will let us quickly fax our credit reference inquiries to them.
- 4) In the upper portion of the second page of the application is a space marked "EMAIL ADDRESS FOR OUR STATEMENTS." Please enter the email address for the person that should receive our monthly account statements.
- 5) When you have completed all four pages, you may fax them to us, or scan and email them as a PDF document—whichever you prefer. Fax them to (805) 964-5248 attention Angie Klein, or email the PDF to [aklein@jordanos.com](mailto:aklein@jordanos.com).

Thank you,  
Jordano's Inc. Credit Department  
Phone (805) 679-7733

# APPLICATION TO ESTABLISH AN ACCOUNT



P.O. Box 6803 / Santa Barbara, California 93160-6803  
 550 South Patterson Avenue / Santa Barbara, California 93111  
 (805) 964-0611 / (800) 325-2278 / Fax (805) 964-5248



Reason for Application:    New customer    Terms Upgrade    Ownership Change    Other \_\_\_\_\_

In order to establish an account and qualify to do business with JORDANO'S INC. or with any or all of its subsidiaries or divisions, including but not limited to PACIFIC BEVERAGE COMPANY, (all or any of which are hereinafter referred to as "COMPANY"), the applicant (hereinafter referred to as "CUSTOMER") hereby represents that all financial statements submitted in connection herewith, and the information in this application are true, complete and correct. CUSTOMER authorizes COMPANY to investigate all credit references, bank accounts and any other matters pertaining to CUSTOMER'S financial condition. COMPANY will periodically require an updated application.

SALES REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_\_

**BUSINESS AND FINANCIAL INFORMATION**

**PLEASE NOTE: ALL REQUESTED INFORMATION MUST BE PROVIDED**

FULL LEGAL NAME OF BUSINESS (CUSTOMER):	SHIP TO NAME :		
DOING BUSINESS AS (if under a fictitious business name):	STREET ADDRESS:		
MAILING ADDRESS:	CITY:	STATE:	ZIP CODE:
CITY:	STATE:	ZIP CODE:	TELEPHONE NUMBER: (   )   )
		FEDERAL TAX ID. NUMBER:	

**LEGAL FORM OF BUSINESS:**

<b>PLEASE CHECK ONE</b>	<input type="checkbox"/>	SOLE PROPRIETORSHIP	Date <b>YOUR</b> business began at this location: _____
	<input type="checkbox"/>	PARTNERSHIP    PLEASE CHECK IF LIMITED _____	Number of years of experience in this or similar business: _____
	<input type="checkbox"/>	CORPORATION    State _____ Date _____	Affiliated businesses dealing with COMPANY now or in the past: _____
	<input type="checkbox"/>	LIMITED LIABILITY COMPANY    Member Run _____ Manager Run _____	
	<input type="checkbox"/>	GOVERNMENT or NON-PROFIT	

CALIFORNIA SELLER'S PERMIT NUMBER:	CALIFORNIA ABC LICENSE NUMBER:	ABC LICENSE ISSUE DATE:
NAMES EXACTLY AS THEY APPEAR ON YOUR ABC LICENSE: #1		#2

**LIST ALL BUSINESS OWNER(S), PARTNERS, MEMBERS OR CORPORATE OFFICERS (MEMBERS OR CORPORATE OFFICERS NEED NOT INCLUDE SPOUSES)**

NAME:	TITLE:	HOME ADDRESS/STATE/ZIP:	SOCIAL SECURITY NUMBER: / /	LIST ANY PREVIOUS BANKRUPTCIES	
SPOUSE NAME:		PHONE NUMBER: (   )   )	SPOUSE SOCIAL SECURITY NUMBER: / /	CHAPTER	DATE
NEAREST RELATIVE:		RELATIVES ADDRESS/STATE/ZIP:	RELATIVES PHONE NUMBER: (   )   )		
NAME:	TITLE:	HOME ADDRESS/STATE/ZIP:	SOCIAL SECURITY NUMBER: / /	LIST ANY PREVIOUS BANKRUPTCIES	
SPOUSE NAME:		PHONE NUMBER: (   )   )	SPOUSE SOCIAL SECURITY NUMBER: / /	CHAPTER	DATE
NEAREST RELATIVE:		RELATIVES ADDRESS/STATE/ZIP:	RELATIVES PHONE NUMBER: (   )   )		
NAME:	TITLE:	HOME ADDRESS/STATE/ZIP:	SOCIAL SECURITY NUMBER: / /	LIST ANY PREVIOUS BANKRUPTCIES	
SPOUSE NAME:		PHONE NUMBER: (   )   )	SPOUSE SOCIAL SECURITY NUMBER: / /	CHAPTER	DATE
NEAREST RELATIVE:		RELATIVES ADDRESS/STATE/ZIP:	RELATIVES PHONE NUMBER: (   )   )		

**BUSINESS AND PERSONAL BANK INFORMATION**

BUSINESS BANK:	BRANCH LOCATION AND PHONE NUMBER:	ACCOUNT NUMBER:
PERSONAL BANK:	BRANCH LOCATION AND PHONE NUMBER:	ACCOUNT NUMBER:

**TRADE REFERENCES (ACTIVE PRIMARY SUPPLIERS ONLY)**

COMPANY	CITY/STATE/ZIP	TELEPHONE	ACCOUNT NUMBER	BALANCE OWED	TERMS
1.					
2.					
3.					

**BUSINESS AND PERSONAL REAL ESTATE, VEHICLE AND EQUIPMENT OBLIGATIONS**

TYPE OBLIGATION	NAME	CITY/STATE/ZIP	TELEPHONE	MONTHLY PAYMENT	BALANCE OWED
<b>BUSINESS</b> LEASE <input type="checkbox"/> MORTGAGE <input type="checkbox"/>					
<b>RESIDENCE</b> LEASE <input type="checkbox"/> MORTGAGE <input type="checkbox"/>					
<b>VEHICLES</b> LEASE <input type="checkbox"/> OWN <input type="checkbox"/>					
<b>OTHER EQUIPMENT OWNED OR LEASED</b>					

PERSON TO CONTACT CONCERNING FINANCIAL MATTERS: \_\_\_\_\_ TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMAIL ADDRESS FOR OUR STATEMENTS: \_\_\_\_\_

**PAYMENT TERMS and CONDITIONS:** CUSTOMER agrees that TERMS OF PAYMENT for purchases from JORDANO'S INC. will be those described in a letter to CUSTOMER which establishes their account and which may be modified from time-to-time at the sole discretion of COMPANY, either in writing or by notice on the face of the invoice for such purchases. Except that in all cases TERMS and CONDITIONS for purchases from PACIFIC BEVERAGE COMPANY will be subject to provisions of the Alcoholic Beverage Control Act, Business and Professions § 25509. A Service Charge of 1½% per month shall be added to all accounts not paid within established terms. A charge of \$20.00 will be applied to accounts for each check returned for non-payment.

To avoid Service Charges, all payments must be received by the due date at the Main Office, Post Office Box 6803, Santa Barbara, California 93160-6803 or at 550 South Patterson Avenue, Santa Barbara California 93111. The prevailing party in any litigation shall be entitled to recover court costs and reasonable attorney fees. Any legal proceedings shall be held in Southern Santa Barbara County, California, which is the place of payment and performance of this agreement.

The terms of this Application, including CUSTOMER'S obligation to pay COMPANY for products and services and all personal guaranties herein, extend to any location, now owned or hereafter acquired by CUSTOMER or any person under CUSTOMER'S trade name or trade style, including any franchisee, unless CUSTOMER notifies COMPANY to the contrary in writing, by certified mail, return receipt requested, that another entity is liable for the prospective purchases made herein. CUSTOMER is liable for purchases of goods and services ordered in CUSTOMER'S name, unless CUSTOMER provides company written notice herein 60 days prior to any sale thereof.

Any change of ownership, management, operation, incorporation, partnership or limited liability company structure must be communicated to COMPANY Credit Department in writing, certified mail, return receipt requested, to advise of such change and identify the parties thereto and CUSTOMER thereof, within 60 days prior to such change. All nonconforming notices are void, and all parties including personal guarantors shall remain liable for all obligations to COMPANY incurred before, after and during such change herein, even if another department, division or employee of COMPANY is notified in any manner. Obligations include, but are not limited to delivery of any product on a cash or credit basis or any returned checks.

In the event from time to time COMPANY may owe credits, refunds, reserves, monies on open account, or other monies to CUSTOMER, such indebtedness shall be deemed to be created from this Agreement and COMPANY shall have the right of recoupment with respect to such credits, refunds, reserves or other monies.

CUSTOMER agrees that all funds owed to CUSTOMER from anyone or received by CUSTOMER, to the extent those funds result from the materials supplied by COMPANY, shall be held in trust for the benefit of COMPANY ("Trust Funds"). CUSTOMER agrees it has no interest in Trust Funds held by anyone and to promptly account for and pay to COMPANY all Trust Funds.

Corporate officers, members or partners of CUSTOMER, signing hereunder, hereby authorize COMPANY to obtain their individual credit reports from credit reporting agencies. CUSTOMER will provide copies of organizational documents such as bylaws, articles of incorporation, partnership or shareholder agreements upon request.

CUSTOMER agrees that COMPANY may impose an inactivity fee of ten percent (10%) per month against any credit balance presumed abandoned by CUSTOMER. An account is presumed abandoned if there is no activity for three months.

**SECURITY AGREEMENT:** CUSTOMER hereby grants to COMPANY a security interest in the following property (hereinafter referred to as the "collateral") to secure payment and performance of all obligations incurred by CUSTOMER: (All general intangibles, accounts receivable, accounts, goods, inventory): and all furniture, furnishings, fixtures, equipment and supplies (including but not limited to tables, chairs, utensils, glassware, service counters, bars, stoves, refrigerators, sinks, fire protection systems and related electrical and plumbing facilities) purchased from COMPANY and installed or used at CUSTOMER'S address, set forth above, or at any location to which it may be moved. CUSTOMER also agrees that:

- (1) The collateral shall not be misused, allowed to deteriorate (beyond ordinary wear and tear in its intended use) or be subject to waste.
- (2) The collateral shall be maintained at CUSTOMER'S principal place of business, at the address set forth above, except for temporary removal in connection with its ordinary use, and may be inspected by COMPANY upon reasonable prior notice.
- (3) CUSTOMER shall keep the collateral insured against loss or destruction with types and amounts of coverage and other provisions, and with an insurance carrier, acceptable to COMPANY. COMPANY shall be named as a co-insured there under.
- (4) In the event of any default by CUSTOMER in performing its obligations, COMPANY shall be entitled, upon ten days' prior notice to CUSTOMER, to cure any such default, and to add the cost of such cure to the amount owed it. In the event CUSTOMER fails to cure such default, COMPANY shall have all the rights and remedies afforded such secured party under applicable law. In connection therewith, COMPANY may:
  - (a) Enter CUSTOMER'S premises, render the collateral unusable, and dispose of the collateral in the manner provided by the Uniform Commercial Code of California on CUSTOMER'S premises.
  - (b) Apply the proceeds received from the sale or other disposition of the collateral to, in addition to the items specified in Division 9 of the Uniform Commercial Code of California, payment of reasonable attorneys' fees and legal expenses incurred by COMPANY as a result of CUSTOMER'S default.
- (5) CUSTOMER agrees that a UCC-1 Financing Statement may be filed with the Secretary of State with respect to transactions hereunder, and further agrees COMPANY has no obligation to file such statement, nor repossess any collateral, and CUSTOMER'S indebtedness shall not be reduced should COMPANY make such election.
- (6) Should any litigation be commenced between the parties, the prevailing party shall be entitled to recover Court costs and reasonable attorneys' fees. Any legal proceedings shall be held in Southern Santa Barbara County, California, which is the place of payment and performance of this Agreement.
- (7) This Agreement shall bind and inure to the benefit of the parties, their respective heirs, successors and assigns.

(8) Customers are solely responsible for complying with warning requirements under California's Safe Drinking Water and Toxic Enforcement Act of 1986, commonly referred to as "Proposition 65". Jordano's Inc. will not accept any costs or expenses (including legal fees and settlements) that may be incurred by the customer by reason of a claim related to Proposition 65 with respect to products purchased from Jordano's Inc. For more information visit [www.P65warnings.ca.gov](http://www.P65warnings.ca.gov).

**SIGNATURE OF CUSTOMER(S):** I/we warrant that the information given is true, complete and correct and understand such information will be relied upon in the extension of credit terms. Signatures of authorized officers are required in the case of a corporation, authorized members OR Managing member as appropriate in the case of a limited liability company, two (2) partners in the case of a general partnership or the authorized managing partner(s) in the case of limited partnership. The person executing this Application has authority to bind CUSTOMER and is authorized by CUSTOMER to enter into the terms and conditions as stated in this Application.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
HOME ADDRESS: \_\_\_\_\_ HOME ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_  
SOCIAL SECURITY NUMBER: \_\_\_\_\_ SOCIAL SECURITY NUMBER: \_\_\_\_\_

**CONTINUING GUARANTY**

In order to encourage COMPANY to extend credit to CUSTOMER, the undersigned (jointly and severally, if more than one) (hereinafter referred to as "GUARANTORS") personally guarantee payment to COMPANY when due of any prior or inactive indebtedness of CUSTOMER incurred for goods sold by COMPANY to CUSTOMER, plus all costs and expenses, including interest, service charges on past due accounts, Court costs and reasonable attorneys' fees, incurred in the collection of such indebtedness or the enforcement of this GUARANTY, whether or not suit is filed hereon.

This GUARANTY is a continuing GUARANTY. As such, even if CUSTOMER pays all existing obligations to COMPANY this GUARANTY shall continue with respect to any subsequent obligations incurred by CUSTOMER.

GUARANTORS waive any and all notices of non-performance or demand upon CUSTOMER, agree that COMPANY may, without notice to or demand upon GUARANTORS, and without affecting in any way, whatever, the liability of GUARANTORS, at any time, and from time-to-time, change the provisions, covenants and conditions of their agreements, including, without limitation, the time of performance of any acts on the part of CUSTOMER to be performed. GUARANTORS further agree that COMPANY may, without notice, assign this GUARANTY in whole or in part, and expressly waive the provisions of California Civil Code § 2809 and § 2845, which provide as follows:

**§2809. Measure of liability; Generally**

The obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal; and if in its terms it exceeds it, it is reducible in proportion to the principal obligation.

**§ 2845. Surety may require creditor to proceed against principal; Effect of neglect to proceed**

A surety may require the creditor, subject to § 996.440 of the Code of Civil Procedure, to proceed against the principal, or to pursue any other remedy in the creditor's power which the surety cannot pursue, and which would lighten the surety's burden; and if the creditor neglects to do so, the surety is exonerated to the extent to which the surety is thereby prejudiced.

GUARANTORS agree that their obligations under this GUARANTY are joint and several, and are independent of the obligations of CUSTOMER, and that a separate action may be brought against GUARANTORS, or any of them, whether or not an action is commenced against CUSTOMER.

In the event litigation is commenced between the parties, the prevailing party shall be entitled to recover Court costs and reasonable attorneys' fees. Any legal proceedings shall be held in Southern Santa Barbara County, California, which is the place of payment and performance of the GUARANTY.

This GUARANTY shall continue to be in full force and effect even though CUSTOMER may assign its obligations hereunder, and this GUARANTY applies to any successor or assignee of CUSTOMER or its business. A GUARANTORS revocation of GUARANTY must be made in writing and received via Certified Mail, return receipt requested, at the COMPANY'S Post Office Box 6803, Santa Barbara, California, 93160-6803. The date received by the COMPANY will be the date the GUARANTY will be accepted as revoked.

This GUARANTY shall be binding upon GUARANTORS, their respective heirs, successors and assigns.

I HAVE READ AND UNDERSTAND THE ABOVE AND SIGN OF MY OWN FREE WILL. The undersigned consents to COMPANY obtaining a consumer credit report for the purpose of evaluating the creditworthiness of GUARANTOR in connection with this Application for business credit.

**SIGNATURE OF GUARANTOR(S)** (SIGN AS AN INDIVIDUAL — NO TITLE)

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_  
HOME ADDRESS: \_\_\_\_\_ HOME ADDRESS \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_  
SOCIAL SECURITY NUMBER: \_\_\_\_\_ SOCIAL SECURITY NUMBER: \_\_\_\_\_  
BANK: \_\_\_\_\_ ACCT. NUMBER: \_\_\_\_\_ BANK: \_\_\_\_\_ ACCT. NUMBER: \_\_\_\_\_  
BRANCH OFFICE: \_\_\_\_\_ BRANCH OFFICE: \_\_\_\_\_

**IMPORTANT NOTICE**

The State of California requires that Jordano's, Inc. and Pacific Beverage Company have a valid Seller's Permit Certificate on file for each of our customers. The Seller's Permit Certificate must include your California sales tax account number, additional information describing in a general manner the items you sell and intend to purchase and be accompanied by authorized signatures. If you do not have a California sales tax account or are exempt from sales tax, please indicate that fact on any line, sign and return this form with your Application. You must give a full explanation of any total exemption.

LEGAL NAME OF THE FIRM \_\_\_\_\_

I HEREBY CERTIFY that I hold a valid seller's permit number \_\_\_\_\_  
issued pursuant to the Sales and Use Tax Law and that I am engaged in the business of  
selling \_\_\_\_\_

The tangible personal property described herein, which shall be purchased from  
\_\_\_\_\_ **Jordano's, Inc./Pacific Beverage, Co.** \_\_\_\_\_

will be resold by me in the form of tangible personal property, provided, however, that in the event any of such property is used for any purpose other than retention, demonstration or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay for the tax, measured by the purchase price of such property.

Description of the property to be purchase: \_\_\_\_\_  
\_\_\_\_\_

Dated \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_ Title \_\_\_\_\_

City and Zip \_\_\_\_\_ Phone \_\_\_\_\_