



**Return by Fax**  
**213-612-1233**

**Young's Market Company, LLC**  
500 South Central Avenue  
Los Angeles, Ca 90013

For office use only  
Acct # \_\_\_\_\_

**APPLICATION, CREDIT AGREEMENT AND CONTINUING PERSONAL GUARANTY**  
**THIS APPLICATION MUST BE FILLED OUT BY THE CUSTOMER FOR ALL NEW ACCOUNTS OR CHANGES IN OWNERSHIP STATUS**

**PART I**

For the purpose of establishing credit with Young's Market Company, LLC (hereafter "Young's"), the undersigned applicant ("Applicant") warrants and represents that the information set forth in this credit application is true and correct. It is understood and agreed that in deciding whether or not to extend credit to Applicant, Young's is relying on the truth of the information furnished herein. Applicant authorizes Young's to contact Applicant's credit references and to check Applicant's credit history with credit bureaus and others. Except as agreed herein, Young's will not disclose any information provided by the Applicant to Young's that is not otherwise available to Young's ("Applicant's Private Information") unless Young's is required to do so, (i) by law, (ii) to verify Applicant's continuing financial stability, or (iii) in an effort or action to collect Applicant's unpaid debt to Young's. Young's will store and dispose of Applicant's Private Information in accordance with law and reasonable business practices. It is understood and agreed that Young's reserves the right to refuse to extend credit to Applicant at any time. The undersigned understand(s) and agree(s) to the following terms of sale:

1. All invoices are due thirty (30) days from the date thereof.
2. All sales are made in accordance with state law, including provisions of the Alcoholic Beverage Law ("ABC") mandating a one-percent (1%) penalty on all past-due invoices from the forty-third (43<sup>rd</sup>) day from the date of delivery and each thirty (30) days thereafter.
3. In addition to the state-mandated penalty charge, a one percent (1%) carrying charge will be charged on all past-due invoices from the forty-third (43<sup>rd</sup>) day from the date of delivery and each thirty (30) days thereafter.
4. In the event there is a dispute as to the validity of any amount due, or any part thereof, the party who is the prevailing party shall be entitled to reasonable attorney's fees and costs as provided for in California Civil Code Section 1717 or other applicable law.
5. Regardless of Applicant's location, any lawsuit involving a dispute between Young's and Applicant regarding this Application or Credit Agreement may be filed in any court in California having jurisdiction thereof at Young's option.
6. Purchaser shall notify seller by certified mail of any changes of ownership or any change of information provided on this application. In the event purchaser fails to so notify in writing via certified mail seller of any changes, purchaser shall be liable for all credit extended prior to said written notification as though no changes in fact occurred, without prejudice to purchaser rights to proceed, additionally, against any successors.
7. A charge of \$20.00 will be assessed on any of Applicant's check returned by the bank unpaid.

ABC License# \_\_\_\_\_ Legal Name of Applicant \_\_\_\_\_ Slnn# \_\_\_\_\_

Fictitious Business Name of Applicant \_\_\_\_\_ Business Telephone (\_\_\_\_) \_\_\_\_\_

Mail Address of Applicant \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_

Delivery Address of Applicant (if different than Mail Address) \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_

This business will be operated as a: Sole proprietorship (one natural person owns the ABC license) Partnership (two or more natural persons or legal entities own the ABC license) Corporation Limited Liability Company Trust

If sole proprietorship, provide sole proprietor's Social Security Number \_\_\_\_\_ Resale Permit # \_\_\_\_\_

If Corporation, Partnership, Limited Liability Company or Trust provide Applicant's Federal Tax # \_\_\_\_\_ Resale Permit# \_\_\_\_\_

**Name and Capacity of person(s) signing this application:**

(1) _____	(2) _____	(3) _____
Name	Name	Name
_____	_____	_____
Capacity	Capacity	Capacity

Social Sec. No	(1) _____	(2) _____	(3) _____
Date of Birth	(1) _____	(2) _____	(3) _____
Driver's Lic. No.	(1) _____	(2) _____	(3) _____
Home Address	(1) _____	(2) _____	(3) _____

Home Telephone (1) (\_\_\_\_) \_\_\_\_\_ (2) (\_\_\_\_) \_\_\_\_\_ (3) (\_\_\_\_) \_\_\_\_\_

Do you own property? Home Commercial Home Commercial Home Commercial

Location of property (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_

Have any of the above applicants ever done business with Young's before? yes no

If yes, please give d.b.a and address \_\_\_\_\_

Previous Business Experience \_\_\_\_\_

Signature (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_

Print Name (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_

Date (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_



**APPENDIX A**

**California Resale Certificate**

**I HEREBY CERTIFY:**

1. I hold valid seller's permit number: \_\_\_\_\_

2. I am engaged in the business of selling the following type of tangible personal property:  
\_\_\_\_\_.

3. This certificate is for the purchase from **Young's Market Company, LLC** of alcoholic beverages, non alcoholic beverages and mixes. This certificate also includes any product described in paragraph 5

4. I will resell any alcoholic, non alcoholic and mixes which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of additional product to be purchased for resale:

Describe: \_\_\_\_\_.

6. I have read and understand the following:

**For Your Information:** A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

Name of Purchaser	
Signature of Purchaser, Purchaser's Employee or Authorized Representative	
Printed Name of Person Signing	Title
Address of Purchaser	
Telephone Number	Date
Customer Number	