



**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") warrants and represents that the information set forth in this credit application (which includes Parts I and II and Appendix A, collectively referred to as "Application and Credit Agreement") 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 and for any reason. 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%) charge 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. Applicant agrees that all purchases of goods from Young's are wholesale, not consumer, transactions, and that all goods purchased are for resale.
4. In addition to the state-mandated 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.
5. In the event there is a dispute as to the validity of any amount due, or any part thereof, if Young's is the prevailing party, it shall be entitled to reasonable attorney's fees and costs as provided for in California Civil Code Section 1717 or other applicable law.
6. Regardless of Applicant's location, any lawsuit involving a dispute between Young's and Applicant regarding this Application and Credit Agreement shall be filed in any court in California having jurisdiction thereof.
7. The obligations of Applicant under this Application and Credit Agreement shall be binding upon Applicant's successors and assigns. Applicant shall notify Young's by certified mail of any changes of ownership or any change of information provided on this Application and Credit Agreement. In the event Applicant fails to so notify Young's in writing via certified mail of any changes, Applicant shall be liable for all credit extended prior to said written notification as though no changes in fact occurred, without prejudice to Young's rights to proceed, additionally, against any successors.
8. A charge of \$20.00 will be assessed on any of Applicant's check returned by the bank unpaid.
9. Applicant shall be liable for all costs that Young's may incur in the collection of past-due invoices, including collection costs and attorney's fees, as permitted by law.

ABC License# \_\_\_\_\_ Legal Name of Applicant \_\_\_\_\_ SImn# \_\_\_\_\_  
 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) \_\_\_\_\_

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

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

Do you own property?  Yes  No

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) \_\_\_\_\_

Email Address (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_

PART II

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CONTINUING PERSONAL GUARANTY

This continuing personal guaranty ("Guaranty") of the indebtedness of the Applicant named in Part I above, is entered into and delivered on
\_\_\_\_\_, 20\_\_\_\_\_, to Young's at Los Angeles, California by the following guarantor ("Guarantor") in accordance with the
recitals, terms and conditions set forth herein.

RECITALS

- 1. If Applicant is a corporation, limited liability company, partnership or trust:
A. \_\_\_\_\_ the Guarantor herein, is a shareholder, interest holder, director officer or trustee of
(Name of Guarantor)
\_\_\_\_\_ which does business under the fictitious business name
(Legal Name of Applicant)
\_\_\_\_\_ and has a direct financial interest therein.
(Fictitious Business Name of Applicant)
B. Young's Market Company, LLC is a licensed wholesaler of alcoholic beverages, and distributor of non-alcoholic products.
C. In order to obtain credit for the purchase of alcoholic beverages, or non-alcoholic products from Young's by
(Name of Applicant), Guarantor(s) is entering into this
Guaranty agreement.

GUARANTY

In consideration of Young's, granting credit to \_\_\_\_\_ ("Applicant")
(Legal name of Applicant)

for the purchase of merchandise from Young's pursuant to the terms of sale set forth in Section 1 through 6 of Part I above, the undersigned Guarantor(s) does
hereby unconditionally guarantee repayment, when due, of all amounts due and owing by Applicant to Young's. If Applicant defaults in the payment of any such
indebtedness, for any reason, or Applicant shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator for itself and/or any of their
respective properties or assets, (ii) admit in writing its inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be
adjudicated a bankrupt or insolvent or (v) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or enter into an arrangement
with creditors or take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or file an answer
admitting the material allegations of a petition filed against it in any proceeding under any law or if any action shall be taken by Applicant for the purposes of
effecting any of the foregoing, Guarantor(s) will pay to Young's on its order or demand the amount then due and owing by Applicant.

This Guaranty is a personal and open and continuing guaranty. Guarantor(s) understands that he/she will be personally liable thereunder. Guarantor hereby
waives notice of acceptance by Young's of the Guaranty as a condition precedent to its validity. This Guaranty shall remain in full force and effect until
Guarantor delivers to Young's written notice via certified mail revoking it and any such notice shall only be effective as to indebtedness incurred by the Applicant
subsequent to the delivery of such notice.

Guarantor's liability will continue notwithstanding the incapacity, death, or disability of any person (including Applicant). The failure by Young's to file or
enforce a claim against the estate of Applicant (whether or not in receivership, bankruptcy, or other similar proceeding) or any other guarantor of Applicant shall
not effect Guarantor(s)' liability under this Guaranty. Nor shall Guarantor be released from liability under this Guaranty if recovery from the Applicant, any
other guarantor of Applicant, or any other person, becomes barred by any statute of limitations or is otherwise prevented.

This continuing Guaranty shall apply to any indebtedness related to all merchandise sold or delivered by Young's to any agent or employee of the Applicant as
shown and stated on the accounts and records of Young's relating to the Applicant from time to time.

Guarantor(s) waives notice of default by Applicant and any right to require Young's to proceed against Applicant or any other guarantor as a prerequisite to the
enforcement of this Guaranty.

Guarantor(s) agrees that in the event the indebtedness being guaranteed herein is the indebtedness of a trust, or of any entity of which the trust is a shareholder or
partner, the Guarantor expressly waives any and all rights conferred upon Guarantor(s) by the provision of California Probate Code Section 18000, which protects
a trustee and trust from liability for contracts entered into by the trustee on behalf of a trust. Guarantor(s) understands and agrees that Young's may proceed
against the trust in accordance with Probate Code Section 18004.

WITHOUT LIMITING THE GENERALITY OF ANY OTHER WAIVER OR OTHER PROVISION SET FORTH IN THIS GUARANTY, GUARANTOR
HEREBY ABSOLUTELY, KNOWINGLY, UNCONDITIONALLY, AND EXPRESSLY WAIVES AND AGREES NOT TO ASSERT ANY AND ALL
BENEFITS OR DEFENSES ARISING DIRECTLY OR INDIRECTLY UNDER ANY ONE OR MORE OF CALIFORNIA CIVIL CODE SECTIONS 2799,
2808, 2809, 2810, 2815, 2819, 2820, 2821, 2822, 2825, 2839, 2845, 2848, 2849, AND 2850, CALIFORNIA UNIFORM COMMERCIAL CODE SECTIONS
3116, 3118, 3119, 3419, 3605, 9504, AND 9507, AND CHAPTER 2 OF TITLE 14 OF PART 4 OF DIVISION 3 OF THE CALIFORNIA CIVIL CODE.

In any action on this guaranty agreement, attorney's fees and costs shall be awarded to Young's, if determined therein to be the prevailing party.

Regardless of Guarantor's or Applicant's location, any lawsuit involving a dispute between Young's and Guarantor regarding this Guaranty shall be filed in any
court in California having jurisdiction thereof at Young's option.

IN WITNESS WHEREOF the undersigned Guarantor(s) have executed this Guaranty this \_\_\_\_\_ day of
\_\_\_\_\_, 20\_\_\_\_\_.

(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_
Guarantor (signature only no title) Guarantor (signature only no title) Guarantor (signature only no title)

(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_
Guarantor (printed name) Guarantor (printed name) Guarantor (printed name)

## 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	