



Southern Glazer's Wine & Spirits of Florida

New Account Setup Requirements

All documents below are required for New Account Setup:

New Account Form
Credit Application
Personal Guaranty
Copy of current State-Issued Beverage License
Copy of Resale Tax Certificate

Please Submit All Documents to:

- ☐ **E-mail:** CustomerService@SGProof.com
- ☐ **Fax:** 1-866-893-3795
- ☐ Applications will be completed within 3 business days after submission of all correct documents.

If you need further assistance or have any questions regarding
your application, please feel free to contact us at:

CustomerService@SGProof.com



Southern Glazer's Wine & Spirits looks forward to doing business with you.



Southern Glazer's Wine & Spirits New Account Form

Customer Information									
				DBA Name					
				Location Address:					
				City:		Zip Code:			
Account Type:		On Prem		Off Prem		Phone Number:		Fax Number:	
Buyer's Name:				Corporation Name					
E-mail:				Mailing Address:					
Phone Number:				City:				Zip Code:	
				Phone Number:				Fax Number:	
License Information									
Type		Alcohol License Number		Expiration Date					
Temporary		Special License Type:							
Permanent		Is this the original owner of the license?		Y or N					
Delivery Instructions									
Deliver any day of the week? Y or N				If No, D-Days of week to deliver:					
Circle One: Mon Tue Wed Thu Fri Sat Sun									
Business Hours		Account Opens:		AM/PM		Account Closes:		AM/PM	
Delivery Times (Must be 4 Hours)				AM/PM				AM/PM	
Special Delivery Notes:									
Comments or Notes:									

**SOUTHERN GLAZER'S WINE AND SPIRITS OF
FLORIDA**
A Division of Southern Glazer's Wine and Spirits, LLC
America, Inc.
CREDIT APPLICATION



*	ALCOHOLIC BEVERAGE LICENSE NUMBER	
	STATE BUSINESS LICENSE	
*	DBA:	
*	DELIVERY ADDRESS:	
*	PHONE NO:	FAX NO:
	TRADE REFERENCES	
*	SUPPLIER:	
*	ADDRESS:	PHONE NO:
*	SUPPLIER:	
*	ADDRESS:	PHONE NO:
	SUPPLIER:	
	ADDRESS:	PHONE NO:
	ADDITIONAL BUSINESS(ES)	
	DBA:	
	ADDRESS:	
	DBA:	
	ADDRESS:	

CUSTOMER NUMBER		SALESMAN	
TYPE OF BUSINESS			
CORP	LLC	SOLE PROP	PARTNERSHIP
EMAIL ADDRESS:			
BANK:		ACCOUNT NO:	
OWNERS/OFFICERS			
NAME:			
ADDRESS:		PHONE NO.	
SOCIAL SECURITY NO:			
NAME:			
ADDRESS:		PHONE NO#	
SOCIAL SECURITY NO:			
NAME:			
ADDRESS:		PHONE NO#	
SOCIAL SECURITY NO:			

TERMS AND CONDITIONS

For the purpose of purchasing merchandise on credit, the information provided is warranted to be true. The undersigned also warrants that he/she is the owner or authorized agent of the purchasing entity and has the authority to enter into a legal contract. The applicant hereby authorizes the credit department of Southern Glazer's Wine and Spirits of Florida, LLC to investigate any references or correspondents of the past, present and future in regards to the undersigned's credit and financial responsibility. On approved credit, applicant/ licensee agrees to pay all invoices in accordance with the laws of the state in which it is licensed. In accordance with the law, a late charge, to the fullest extent the state allows, will be levied on all late payments. Southern Glazer's Wine and Spirits of Florida, LLC may put the purchaser on a C.O.D. basis. The applicant/licensee further agrees to pay any costs and/or attorneys' fees that are incurred for the collection of any invoice that is past due whether or not a suit is instituted.

FEDERAL CREDIT REPORTING ACT AUTHORIZATION FOR SWS

The undersigned consents to Southern Glazer's Wine and Spirits of Florida, LLC, obtaining a consumer credit report on the each of the applicants/licensees/guarantors for the purpose of assisting Southern Glazer's Wine and Spirits of Florida, LLC in the evaluation of the eligibility for credit at any given time of the past, present or future and for the purpose of any other authorized investigations related to this application.

PERSONAL GUARANTY FOR CORPORATE DEBT MUST BE COMPLETED ON REVERSE SIDE

SIGNATURE REQUIRED

*	AUTHORIZED SIGNATURE	DATE
		PRINT FULL NAME OF APPLICANT
	AUTHORIZED SIGNATURE	DATE
		PRINT FULL NAME OF APPLICANT
	AUTHORIZED SIGNATURE	DATE
		PRINT FULL NAME OF APPLICANT

PERSONAL GUARANTY

This Personal Guaranty (“**Guaranty**”) is made by the undersigned (whether one or more, referred to herein as “**Guarantor**”), in favor and for the benefit of Southern Glazer’s Wine and Spirits, LLC and its subsidiaries and affiliates (collectively, “**SG**”).

1. **Guaranty.** For good and valuable consideration, and as an inducement to SG to extend credit to Licensee (as identified in the Credit Application attached hereto), Guarantor absolutely, unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, the punctual payment, when due, whether at stated maturity, by acceleration or otherwise, of all present and future obligations, liabilities, covenants and agreements required to be observed, performed, or paid by Licensee or its affiliates (whether operating under the same or different fictitious names), whether extended at the address identified in the Credit Application or elsewhere, whether for principal, interest, costs, expenses or fees (collectively, the “**Obligations**”).
2. **Guaranty of Payment Absolute and Unconditional.** This Guaranty is a guaranty of payment and is absolute and unconditional. Guarantor agrees that SG need not attempt to collect any Obligations from Licensee or any other person or to realize upon any collateral to enforce the obligations hereunder. Guarantor guarantees that the Obligations will be paid strictly in accordance with the terms of the Obligations. The obligations of the Guarantor under this Guaranty are independent of the Obligations, and SG may bring a separate action or actions against Licensee or any other guarantors, or join Licensee or any other guarantor in any such action or actions.
3. **Waiver.** Guarantor hereby irrevocably waives any and all defenses, at law or in equity, whether statutory or common law, that Guarantor or Licensee may now or hereafter have including without limitation any or all of the following:
 - a. Any change in the time, manner or place of payment, or in any other term, of the Obligations, including, without limitation, any increase in the Obligations resulting from the extension of additional credit to Licensee.
 - b. Any taking, exchange, release, subordination or non-perfection of any collateral, or any taking, release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Obligations.
 - c. Promptness, diligence, notice of acceptance, notice of default, and any other notice with respect to any of the Obligations and this Guaranty and any requirement that SG exhaust any right or take any action against Licensee or any other person or entity or any Collateral, prior to enforcing this Guaranty against Guarantor.
4. **No Revocation.** Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all existing and future Obligations.
5. **Subordination.** Guarantor hereby subordinates any and all obligations owed to the Guarantor by Licensee to the Obligations.
6. **Miscellaneous.** Guarantor agrees as follows:
 - a. **Expenses.** Guarantor shall pay to SG, on demand, the amount of any and all reasonable expenses, including, without limitation, attorneys’ fees, legal expenses and court fees, which SG may incur in connection with exercise or enforcement of any the rights, remedies or powers of SG hereunder or with respect to any or all of the Obligations.
 - b. **Amendments, Remedies.** No amendment, modification or waiver of any provision of this Guaranty shall be effective unless contained in a writing signed by SG, and then only to the extent set forth in

that signed writing. The rights, remedies and powers of SG hereunder, under any agreements evidencing or securing the Obligations, and under applicable law are cumulative, and may be exercised by SG in such order as SG may elect.

- c. **Term; Binding Effect.** This Guaranty shall (a) remain in full force and effect until payment and satisfaction in full of all of the Obligations; (b) be binding upon the Guarantor and its successors and permitted assigns; and (c) inure to the benefit of SG and its successors and assigns.
- d. **Venue.** Mandatory venue for any legal proceeding between SG and Guarantor shall be in the location of the principal place of business of SG in the state in which Guarantor executes this Guaranty.
- e. **Signature.** Guarantor may deliver this Guaranty to SG by electronic transmission, such as fax or email, and may sign digitally or electronically, which delivery and signature will be fully effective. A duplicate of this Guaranty or any signature hereto will have the same force and effect as the original.
- f. **Severability.** If any part of this Guaranty is deemed illegal or unenforceable, such part will be severable from the remainder, and the remainder shall be enforced to the full extent of its terms and the law.

Waiver of Jury Trial. GUARANTOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS GUARANTY OR THE OBLIGATIONS WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.

Waiver of Class Action. GUARANTOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO SERVE AS A REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION AGAINST SG (OR ITS OFFICERS, EMPLOYEES OR AFFILIATES) OR TO JOIN WITH ANY OTHER PERSON (OTHER THAN THE LICENSEE) IN THE PROSECUTION OR DEFENSE OF A LEGAL ACTION INVOLVING SG (OR ITS OFFICERS, EMPLOYEES OR AFFILIATES).

GUARANTOR(S) (if more than one, each shall be jointly and severally liable under this Guaranty:

Printed Name: _____

Title: _____

Signature: _____

Date signed: _____

Printed Name: _____

Title: _____

Signature: _____

Date signed: _____

Retail Account Name: _____

Retailer Account Address: _____

City, St, Zip Code: _____



Proof™

What is Proof?

Officially, it's our new eCommerce experience built to help serve your needs 24/7. But it's so much more:



**An Express Lane
That's Proof**

Quickly order products at our same great prices — 24/7 — from your desktop or mobile device.



**A Dedicated Record Vault
That's Proof**

View important account details like open orders and order history at a click.



**A Virtual Beverage Expert
That's Proof**

Learn which beverages and foods pair with different products as you shop.

What's a Customer Business Administrator (CBA)?

CBAs have the highest level of administrative authority on a Proof account. Key CBA responsibilities include:

- Adding and deleting employees on the account
- Granting employee permissions (e.g. purchasing, accessing account information, viewing order history, etc.)
- Maintaining which employees have access to the site

Every Proof account needs at least one designated CBA to access the site and order products through the experience.

Fill out your information below to become the CBA for your account on Proof.

First Name		Last Name	
Position/ Title		Phone Number	
Email Address			
Account Name (DBA listed on liquor license)		Account Address	
City	State	Signature	

Once your account has been set up, you will receive an email prompting you for the next steps to get on Proof. Please reach out to the Customer Advocacy Team with any questions.

CustomerService@SGProof.com



Payment Methods Available

Thank you for choosing Southern Glazer's Wine & Spirits for your beverage needs. As part of our commitment to provide World Class Service we have included 4 payment methods for your convenience.

1) This method is referred as **Check by Phone/Email**.

- Complete the Electronic Funds Transfer Form (EFT)
- All areas marked with an "*" asterisk are required.
- Return form and voided check to:
Email: CustomerService@SGProof.com
- To authorize payment:
Email: CustomerService@SGProof.com

2) Automatic Payment Service powered by Fintech

- A free **Fintech Lite** service that pays the customer's bills on the invoice due date automatically (NO access to archived invoice copies and no access to payment history or other reports).
- This service does not require any fees, but is only for customers with 5 or fewer locations.
- Set up usually takes 7-10 business days. Return form and voided check to:
Email: CustomerService@SGProof.com
Phone: (855) 285-5148

3) SWO Online (**Online Bill Pay**)

- Allows customer to review product offerings, review their account information, pay invoices, and place orders.
- 24/7 from any Internet connection
- Sign up is required at <https://www.southernwineonline.com/>
- Customer will need to log on to the website and enter all account and banking information in order to make payments.

4) This method is by mailing a check to P.O. Box 864860 Orlando, FL 32886-4860.

- In the memo section on your check please reference the Invoice number the payment should be applied towards.
- If desired you can give the payment to your sales representative.



**ELECTRONIC FUNDS TRANSFER/AUTOMATED CLEARINGHOUSE / TRADING PARTNER
AUTHORIZATION AGREEMENT
SGWS Customer Care Phone# 1-866-375-9555**



This Agreement governs Automated Clearinghouse ("ACH") transactions initiated by **SOUTHERN GLAZER'S WINE AND SPIRITS, LLC** (hereafter "**SGWS**") to debit the Account(s), listed below, of (the "**COMPANY**") _____ to pay for goods and/or services provided to **COMPANY** by **SGWS**. Both parties agree to be bound by NACHA Operating Rules as they pertain to ACH transactions, and acknowledge that they also must comply with applicable provisions of U.S. federal and state law.

This Agreement provides authorization for individual ACH transactions to be initiated by **SGWS**, when individually authorized by any Authorized Agent, listed below, of the **COMPANY** using any Individual Transaction Authorization Method(s) specified below. This agreement supersedes any previous funds transfer agreement entered into between the parties. Both parties agree that this Agreement in conjunction with the use of any such Individual Transaction Authorization Method by such Authorized Agent will constitute proper authorization to debit **COMPANY'S** Account(s) listed below in the amount authorized by the Authorized Agent. This authorization will become effective immediately upon its receipt by **SGWS**.

The **COMPANY** hereby (1) authorizes **SGWS** to make debit and/or credit instructions for the purchase of goods and/or services to the **ACCOUNT** by EFT, (2) certifies that it maintains the **ACCOUNT** at the following financial institution, and (3) directs that all such debit and/or credit instructions be made to the **ACCOUNT** as provided below and on the attached Trading Partner Enrollment form.

The **COMPANY** will give **SGWS** thirty (30) days' advance written notice of any changes to this financial institution account information.

SIGNATURE OF COMPANY REPRESENTATIVE _____

PRINT NAME _____ **TITLE** _____ **DATE** _____

TERMS AND CONDITIONS

1. This Agreement is an amendment to any existing agreements between the parties which govern the terms and conditions of the purchase or lease of products or services.
2. Each party is responsible for its respective costs for network service charges and any and all other expenses it incurs for any reason relating to the transmission of EDI communications pursuant to this Agreement.
3. Neither party shall be liable to the other for any special, exemplary, incidental or consequential damage arising out of or resulting from the electronic payment of invoices.
4. Neither party shall be liable to the other for any damage, loss, injury or liability arising out of or resulting from interruptions, delays, defects, or garbling in the electronic transmission which are not the fault of the sending party or receiving party.
5. Either party may terminate this Agreement upon five (5) days advance written notice to the other, with no liability of any kind.
6. This Agreement may not be assigned by either party without the prior written approval of the other party. Notwithstanding the foregoing, nothing herein shall prevent Southern Glazer's Wine and Spirits, LLC from assigning this Agreement to an Affiliate without the prior written approval of Company. For the purpose of this Agreement, "Affiliate" shall mean any entity under the control of, or under common control with Southern Glazer's Wine and Spirits, LLC.
7. This Agreement shall be governed by the laws of the state of Florida and the rules of the Automated Clearing House.
8. Returned items fees may apply

Customer Contact Information

Contact Person: _____ Telephone number: (____) _____

SGWS Account number or Beverage License number: _____

Fax number: (____) _____ Email: _____

Authorized Agent(s): _____

Transaction authorization method(s): ☐ Telephone ☐ Email ACH Notification Fax No. or Email: _____

Customer Primary Banking Information

Financial Institution Name: _____ Phone number: (____) _____

Name as listed on the Bank Account: _____

Bank ABA/Routing Number: _____ Acct. Type: _____

Account #: _____ Checking: _____ Savings: _____

Additional Banking Information

Financial Institution Name: _____ Phone number: (____) _____

Name as listed on the Bank Account: _____

Bank ABA/Routing Number: _____ Acct. Type: _____

Account #: _____ Checking: _____ Savings: _____

Please complete and return an original of the Enrollment Form and Authorization Agreement to our office by Faxing it to us at 1(813) 627-0139 or e-mail it to us at CustomerService@SGProof.com