



19-50 48TH STREET, ASTORIA, NY 11105  
TEL 800.834.3546

Dear New Account Applicant,

Thank you for your interest in doing business with Empire Merchants. Enclosed are the documents you need in order to open an account with us. This packet contains the following forms:

- 1) **Application:** This document is required in order to do business with Empire Merchants.
- 2) **Personal Guarantee:** This document is required in order for Empire Merchants to extend your credit terms. Instructions for filling out this form are attached.
- 3) **“Also Owns” form:** Please complete this form if you have any other accounts that do business with Empire Merchants and have different liquor licenses.

In addition to filling out the above documents, Empire Merchants requires a copy of the following forms:

- A.) **Tax I.D Certificate (Federal Tax I.D)**
- B.) **ST-120 form (Resale Certificate)**
- C.) **State Liquor Authority (SLA) issued license**

Please prepare the above documents and return them via fax (718) 389-7175 or email (JLDilorenzo@empiremerchants.com) to the following address.

Attention: Josephine L. DiLorenzo  
New Accounts Department  
Fax: (718) 389-7175  
Email: JLDilorenzo@empiremerchants.com

Please call Josephine DiLorenzo at (718) 255-2641 with any questions or concerns. We look forward to doing business with you.

Thank You,

Josephine DiLorenzo  
New Accounts Department



# EMPIRE MERCHANTS

THE CHARMER SUNBELT GROUP

## NEW ACCOUNT APPLICATION

DIV: \_\_\_\_\_ SALESMAN: \_\_\_\_\_ DATE: \_\_\_\_\_  
 DIV: \_\_\_\_\_ SALESMAN: \_\_\_\_\_  
 DIV: \_\_\_\_\_ SALESMAN: \_\_\_\_\_ ACCOUNT #: \_\_\_\_\_  
 DIV: \_\_\_\_\_ SALESMAN: \_\_\_\_\_

### CREDIT DEPARTMENT USE ONLY

CREDIT LINE: \$ \_\_\_\_\_ CREDIT MANAGER APPROVAL: \_\_\_\_\_  
 NATIONAL ACCOUNT: ( ) YES ( ) NO CREDIT TERMS: (1) OPEN (2) COD (3) C/B/D  
 PAYMENT: (1) BUSINESS CHECK (2) CERTIFIED CHECK/MONEY ORDER (3) IN HOUSE

(NOTE: A "Personal Guaranty" by all principals of the applicant corporation must be attached to this application for consideration of open terms)

### CUSTOMER DELIVERY INFORMATION

OPEN TIME: \_\_\_\_\_ CLOSE TIME: \_\_\_\_\_  
 DAYS CLOSED (CIRCLE DAYS CLOSED): MON TUES WED THUR FRI SAT SUN  
 SPECIAL DELIVERY LOCATION (i.e.; rear door): \_\_\_\_\_  
 PREFERRED DELIVERY TIME: ( ) AM DELIVERY ( ) PM DELIVERY

LICENSE NAME: \_\_\_\_\_ D/B/A \_\_\_\_\_  
 (Copy of license must be attached to application)  
 TAX IDENTIFICATION NUMBER: \_\_\_\_\_ SLA LIC NO/TYPE: \_\_\_\_\_  
 STREET ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_  
 STATE: \_\_\_\_\_ ZIP + 4: \_\_\_\_\_ + \_\_\_\_\_ TELEPHONE: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_  
 EMAIL: \_\_\_\_\_ OTHER: \_\_\_\_\_  
 PRINCIPALS: \_\_\_\_\_

### REFERENCES:

BANK NAME: \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_

### LANDLORD/MORTGAGOR:

ADDRESS: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
 FORMER ACCOUNT @ LOCATION: A/C # \_\_\_\_\_ NAME: \_\_\_\_\_



**PAYMENT AGREEMENT & PERSONAL GUARANTY**

I am (We are) the principal shareholder(s), member(s), partner(s), or officer(s) of a business licensed to sell alcoholic beverages at retail (hereinafter "Licensee") that wishes to induce EMPIRE MERCHANTS, LLC. (hereinafter "Empire"), PEERLESS IMPORTERS INC. (hereinafter "Peerless") and/or CHARMER INDUSTRIES INC. (hereinafter "Charmer"), to extend credit terms to the licensee. Empire, Peerless and Charmer are hereinafter collectively referred to as "Distributor".

I (we) hereby, jointly and severally, unconditionally guarantee the payment of all sums that become due to either Empire, Peerless and/or Charmer by the Licensee. This Payment Agreement and Personal Guaranty shall be governed by the Laws of the State of New York. It shall remain effective despite any renewal, modification, or waiver by the Licensee or any of the other guarantors of any of its obligations hereunder. No modification, renewal, or waiver shall operate to defeat the guaranty. The guaranty shall continue in force and effect despite any extension of time or terms by Distributor. Distributor may collect against the Guarantor without first seeking to collect from the Licensee. Any change to said guaranty, in order to be effective, must be in writing and signed by the party to be charged. If I (we) should sell my (our) interest, resign my (our) office or otherwise cease to be associated with the Licensee, I (we) shall remain liable and continue to guarantee the debts of the Licensee until five days after I (we) deliver written notice by certified mail or overnight carrier to the Distributor stating that I (we) have severed my relationship with the Licensee and no longer wish to guaranty its debts.

In my (our) individual capacity and on behalf of the Licensee I (we) agree that in the event any debt owed by me (us) or the Licensee to Distributor is referred to a collection agency or an attorney for recovery, I (we) will also be liable for collection costs and reasonable attorney's fees. I (we) agree that attorney's fees shall be not less than the greater of twenty percent (20%) of the balance due at the time Distributor refers the matter for collection, or five hundred dollars (\$500.00). In my (our) individual capacity and on behalf of the Licensee, I (we) agree to pay Distributor interest on any unpaid amount at the rate of one percent (1%) per month until paid in full.

I (we) in my (our) individual capacity and on behalf of the Licensee agree that the venue for any action will be New York County, Kings County, Nassau County, or any other jurisdiction in the State of New York that Distributor may select. I (we) on my (our) own behalf and on behalf of the Licensee consent to the jurisdiction of such court. I (we) on my (our) own behalf and on behalf of the Licensee agree that service of any Summons or Complaint in any litigation may be delivered by certified mail return receipt requested or by a recognized overnight carrier (such as Federal Express) addressed to the licensed premises or to my (our) last known address and that such delivery will be good and sufficient service upon me (us) and/or the Licensee. I (we) are providing Distributor with our home addresses in this agreement. I (we) agree to notify Distributor of any change of address. If I (we) do not inform Distributor of any change of address in writing, delivery to the licensed premises or my (our) last known address shall be sufficient.

The undersigned understand(s) and acknowledge(s) that Distributor may, from time to time, request and obtain a consumer credit report upon me (us) to determine my (our) abilities to honor this guaranty. The undersigned understand(s) and acknowledge(s) that Distributor may, from time to time obtain a business/commercial credit report, or independently develop information in order to assist in the determination of general credit worthiness of the Licensee. In the event such reports are ordered, the undersigned has the right to file a written request with Distributor for name, address, and instructions to obtain copy of same from the reporting company.

Nothing herein contained shall require Distributor to extend credit terms to me (us) or the licensee. This guaranty runs to Distributor as well as its successors and assigns. By signing this Document, I (we) bind Licensee, its successors and assigns as well as my (our) estate, successors and assigns.

**By signing this document, I (we) warrant that I (we) have authority to bind the Licensee to its terms and acknowledge that I am (we are) binding both the Licensee and myself (ourselves) as guarantor.**

The following information about the Licensee and the undersigned is provided to Distributor as part of this agreement:

PRINT NAME OF LICENSEE/CORPORATION: \_\_\_\_\_

ADDRESS OF LICENSEE: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PRINT NAME OF SHAREHOLDER, MEMBER, PARTNER or OFFICER as appropriate.

PRINT NAME OF SHAREHOLDER, MEMBER, PARTNER or OFFICER as appropriate.

\_\_\_\_\_  
Social Security no.

\_\_\_\_\_  
Social Security no.

RESIDENCE STREET ADDRESS \_\_\_\_\_

RESIDENCE STREET ADDRESS \_\_\_\_\_

CITY STATE ZIP \_\_\_\_\_

CITY STATE ZIP \_\_\_\_\_

**THE UNDERSIGNED HEREBY AGREES TO ABIDE BY THE TERMS OF THIS AGREEMENT. BY SIGNING THIS AGREEMENT EACH OF THE UNDERSIGNED ACKNOWLEDGES HE OR SHE IS GUARANTYING THE DEBTS OF THE LICENSEE AND BINDING HIMSELF OR HERSELF AS WELL AS THE LICENSEE.**

corp 7

PRINT NAME OF LICENSEE \_\_\_\_\_

SIGNATURE ON BEHALF OF LICENSEE & AS GUARANTOR \_\_\_\_\_

Print name of person(s) signing \_\_\_\_\_

SIGNATURE ON BEHALF OF LICENSEE & AS GUARANTOR \_\_\_\_\_

STATE OF NEW YORK )  
) . SS:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his (her) capacity, and that by his (her) signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC: \_\_\_\_\_ SEAL: \_\_\_\_\_

## Instructions For Use of Resale Certificates

Form ST-120, *Resale Certificate*, is a sales tax exemption certificate. **This certificate is only for use by a purchaser who:**

- A** - is registered as a New York State sales tax vendor and has a valid Certificate of Authority issued by the Tax Department and is making purchases of tangible personal property (other than motor fuel or diesel motor fuel) or services that will be resold or transferred to the purchaser's customers, or
- B** - is not required to be registered with the New York State Tax Department;
  - is registered with another state, the District of Columbia, a province of Canada, or other country, or is located in a state, province, or country which does not require sellers to register for sales tax or VAT purposes; and
  - is purchasing items for resale that will be either:
    - 1) delivered by the seller to the purchaser's customer or to an unaffiliated fulfillment service provider located in New York State, or
    - 2) delivered to the purchaser in New York State, but resold from a business located outside the state.

**Note:** For purposes of 1) above, delivery by the seller includes delivery in the seller's own vehicle or by common carrier, regardless of who arranges for the transportation.

If, among other things, a purchaser has any place of business or salespeople in New York State, or owns or leases tangible personal property in the State, the purchaser is required to be registered in New York State. If you need help determining if you are required to register because you engage in some other activity in the State, contact the Department (see the **Need Help** section). However, a purchaser who is not otherwise required to be registered in New York may purchase fulfillment services from an unaffiliated New York fulfillment service provider and have its tangible personal property located on the premises of the provider without being required to be registered in New York State.

If you meet the registration requirements and engage in business activities in New York State without possessing a valid Certificate of Authority, you will be subject to penalty of up to \$500 for the first day on which you make a sale or purchase, and up to \$200 for each additional day, up to a maximum of \$10,000.

### Limitations on use

Contractors cannot use this certificate. They must either:

- issue Form ST-120.1, *Contractors Exempt Purchase Certificate*, if the tangible personal property being purchased qualifies for exemption as specified by the certificate, or
- issue Form AU-297, *Direct Payment Permit*, or
- pay sales tax at the time of purchase.

Contractors are entitled to a refund or credit of sales tax paid on materials used in repairing, servicing or maintaining real property, if the materials are transferred to the purchaser of the taxable service in conjunction with the performance of the service. For additional information, see Publication 862, *Sales and Use Tax Classifications of Capital Improvements and Repairs to Real Property*.

### To the Purchaser

Enter all the information requested on the front of this form.

You may check the *Blanket certificate* box to cover all purchases of the same general type of property or service purchased for resale. If you do not check the *Blanket certificate* box, the certificate will be deemed a *Single-use certificate*. Temporary

vendors may not issue a blanket certificate. A temporary vendor is a vendor (other than a show or entertainment vendor), who, in no more than two consecutive quarters in any 12-month period, makes sales of tangible personal property or services that are subject to tax.

This certificate does not exempt prepaid sales tax on cigarettes. This certificate may not be used to purchase motor fuel or diesel motor fuel.

If you intentionally issue a fraudulent exemption certificate, you will become liable for penalties and interest, in addition to the sales tax initially due. Some penalties that may apply:

- 100% of the tax due
- \$50 for each fraudulent exemption certificate issued
- a misdemeanor penalty consisting of fines not to exceed \$10,000 for an individual or \$20,000 for a corporation
- loss of your Certificate of Authority

### To the Seller

If you are a New York State registered vendor and accept an exemption document, you will be protected from liability for the tax, if the certificate is valid.

The certificate will be considered valid if it was:

- accepted in good faith,
- in the vendor's possession within 90 days of the transaction, and
- properly completed (all required entries were made).

A certificate is accepted in good faith when a seller has no knowledge that the exemption certificate is false or is fraudulently given, and reasonable ordinary due care is exercised in the acceptance of the certificate.

You must get a properly completed exemption certificate from your customer no later than 90 days after the delivery of the property or the performance of the service. When you receive a certificate after the 90 days, both you and the purchaser are subject to the burden of proving that the sale was exempt, and additional documentation may be required. An exemption certificate received on time that is not properly completed will be considered satisfactory if the deficiency is corrected within a reasonable period. You must also maintain a method of associating an invoice (or other source document) for an exempt sale made to a customer with the exemption certificate you have on file from that customer.

**Invalid exemption certificates** - Sales transactions which are not supported by valid exemption certificates are deemed to be taxable retail sales. The burden of proof that the tax was not required to be collected is upon the seller.

**Retention of exemption certificates** - You must keep this certificate for at least three years after the due date of the return to which it relates, or the date the return was filed, if later.



### Need Help?

Tax information: 1 800 972-1233  
 Forms and publications: 1 800 462-8100  
 From outside the U.S. and outside Canada: (518) 485-6800  
 Fax-on-demand forms: 1 800 748-3676  
 Internet access: <http://www.tax.state.ny.us>  
 Hearing and speech impaired: 1 800 634-2110

## INSTRUCTIONS FOR COMPLETION OF A PERSONAL GUARANTY

- 1 PRINT NAME OF LICENSED CORPORATION: on first blank line where indicated.
- 2 PRINT ADDRESS OF LICENSED CORPORATION: on second & third blank lines where indicated.
- 3 PRINT NAME OF SHAREHOLDER: on lines where indicated. If there are more than two shareholders, please make as many copies of the form as needed to include all shareholders who are willing to sign the P/G.
- 4 COMPLETE SHAREHOLDER INFORMATION: on following three lines. Required information is social security number & current residence address.
- 5 PRINT NAME OF LICENSEE: Again print the name of the **business entity** (corporation) as it appears on your liquor license.
- 6 SIGNATURE OF SHAREHOLDER: Any and all shareholders of the entity who completed steps 3 and 4 as noted above should sign on these lines. (Do Not Include any Corporate Titles.)
- 7 **ALL SHAREHOLDERS MUST SIGN DOCUMENT IN THE PRESENCE OF, AND HAVE THEIR SIGNATURES WITNESSED BY, A NOTARY PUBLIC. THE NOTARY PUBLIC MUST COMPLETE THE APPROPRIATE STATEMENT ON THE DOCUMENT AS IS REQUIRED BY THEIR OATH OF OFFICE. DOCUMENTS LACKING THE APPROPRIATE AND ACCURATE NOTARIZATION WILL BE RETURNED AS UNACCEPTABLE, AND WILL DELAY EMPIRE MERCHANTS PROCESSING YOUR REQUEST FOR CREDIT EXTENSION.**



**CUSTOMER:**

I, \_\_\_\_\_, do hereby solemnly swear (or affirm) that I am the \_\_\_\_\_  
(Officer, Owner, President, Etc.)

Located at \_\_\_\_\_, in the city of \_\_\_\_\_ New York.

I further declare that I am also an owner/officer of the following other establishments which hold valid New York State on-premise liquor licenses:

LICENSEE NAME	ADDRESS	CUSTOMER #
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____
4) _____	_____	_____
5) _____	_____	_____

In witness hereof, I hereby set my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Signed: \_\_\_\_\_  
(Officer, Owner, President, Etc.)

State of New York  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ before me personally appeared \_\_\_\_\_  
to me known and known to me to be the individual described in and who executed the within instrument and be duly acknowledged to me that he  
executed the same.

\_\_\_\_\_  
Notary Public



**EMPIRE**  
MERCHANTS  
THE CHARMER SUNBELT GROUP

16 BRIDGEWATER STREET, BROOKLYN, NEW YORK 11222  
TEL 718.383.5500

**NOTICE OF CHANGE IN CONNECTION WITH DEFAULT NOTIFICATION**  
**June 2011**

To Our Valued Customers,

In an effort to provide better customer service, we are offering a new option for Retailers to receive notifications of pending payments defaults via email. As you know when a retail licensee fails to pay for goods sold and delivered by the final payment date, a wholesaler is required to notify the New York State Liquor Authority ("SLA"). If payment is not received by the notification date set by statute, the retail licensee is placed on a delinquent list and cannot be given credit by any wholesaler until it is removed from the list. Many retailers have complained that they find themselves on the list when they did not know that they had failed to make timely payment. In order to help address this, the SLA recently authorized Retail Licensees who wish to obtain notices of pending payment defaults by email rather than first class mail. Empire Merchants is participating in this program.

In order to participate, you must agree to receive notices from Empire via email and provide us with an email address. Here is how the new procedure will work:

- On or before the Final Payment Date (or as noted on the invoice as "Due Date"), Empire will email to you a list of all invoices due on the Final Payment Date ("First Notice"). This notice will state the Notification Date on which Empire is required to report the failure to the SLA if payment of the outstanding invoice balances has not been received.
- In the event that any amount due listed on the "First Notice" is not paid in full, as required by NYS law Empire will report your delinquency to the SLA and email a copy of the report to you. This email notice will replace the notice which is sent by first class mail to any retail licensee who does not choose to participate in the email program.

If you notify us prior to the Notification Date that you dispute a portion of the invoice, and if we agree that there is a valid issue and provided you pay the portion of the invoice which is not in dispute, the SLA has authorized Empire Merchants to delay the notice of default for a period of not more than 7 days so that we may investigate the dispute. If we agree with you, we will adjust the invoice according. However, should we determine that we do not believe there is a valid dispute or if we cannot resolve the dispute within seven days from the original Notification date and any amount remains unpaid, under the SLA directive, Empire will be required to send you an email notice that a balance remains due and as a consequence Empire has sent Notification to the New York State Liquor Authority and you will be placed on the New York State Liquor Authority's Delinquent List.

You should also note that while Empire is required by law to report you if it determines that you owe money for goods sold and delivered or if a dispute cannot be resolved within seven days, you are not without a remedy if you do not believe the money is due. Under New York State Law, you may appeal to the SLA. The SLA has the authority to evaluate the situation and if it agrees with you, the SLA can remove you from the Delinquent List.

We hope you will avail yourself of this new service. Email provides a more efficient and timely way to communicate information regarding when invoices are due. With that information you will be in a better position to make timely payments and avoid being placed on the Delinquent List.

If you would like to enroll in this new service, please complete the form below to opt in to receiving notices and information via email from Empire Merchants, LLC. We have also prepared a Frequently Asked Questions (FAQ) document for your review to answer any questions you may have or you may reach your to your Sales Representative directly.

You may also wish to view our Privacy Policy which is located on our website [www.empiremerchants.com](http://www.empiremerchants.com) under the "Customer/Policy Memos" tab.



**EMPIRE**  
MERCHANTS  
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16 BRIDGEWATER STREET, BROOKLYN, NEW YORK 11222  
TEL 718.383.5500

## DELINQUENT NOTIFICATION ENROLLMENT FORM

{please print clearly}

Customer Name: \_\_\_\_\_

Customer Account Number \_\_\_\_\_

Customer Email Address \_\_\_\_\_

(Note: Only one email address should be provided)

By signing below, you agree that Empire Merchants LLC may use your email address to send you delinquent notifications, to contact you when necessary, and to send you other commercial messages. Empire will use reasonable commercial efforts to provide you timely and accurate information regarding credit periods. By enrolling in this program, you agree that Empire Merchants, LLC will not be held liable to you for damages resulting from errors made in any such report or failure of any notice or report to reach you.

You may opt out of receiving email from us at any time by following the instructions contained within each message. You also agree that we may share your email address with suppliers or strategic partners who may send you their own commercial messages. To learn more about our information practices, please read our Privacy Policy located on [www.empiremerchants.com](http://www.empiremerchants.com) under the "Customer/Policy Memos" tab.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Name (please print)

Please return this form to your Sales Rep or fax it directly to the Empire Merchants at 718-389-7175. Once your information is processed, you will receive a confirmation email from Empire Merchants LLC within 10 business days. In order to be enrolled in the system, you must respond to that email. If you do not receive the email within 10 days, please call Customer Service at 1-800-441-5614.

**7. What happens when I supply my email address?**

- a. Once you complete the Enrollment Form, the form can be given to your Sales Rep or faxed directly to Empire Merchants at 718-389-7175.
- b. Once we process the request, you will receive a confirmation email. You will not be enrolled in the email notification program until you respond to the email confirming your email address.
- c. If you do not receive an email confirmation within 10 days of submitting your enrollment form, please contact Customer Service at 1-800-441-5614 as you have not been enrolled in the program.

**8. Will Empire Merchants share my email address with other companies?**

- a. Empire Merchants takes the issue of privacy seriously. Please take the time to review our privacy policy at [www.empiremerchants.com](http://www.empiremerchants.com) under the "Customer/Policy Memos" tab.

**9. Can I opt out of this service in the future?**

Yes. If you do not wish to receive this notification via email, please send an email to [notifications@empiremerchants.com](mailto:notifications@empiremerchants.com) with the word "UNSUBSCRIBE" in the subject line.



16 BRIDGEWATER STREET, BROOKLYN, NEW YORK 11222  
TEL 718.383.5500

## **Changes to Delinquent Notification Process - Frequently Asked Questions (FAQ)** *June 2011*

- 1. How do I opt in to receiving notifications via email?**
  - a. You must enroll in the email notification service. Contact your Sales Rep or Customer Service at 1-800-441-5614 for the form and information about the notifications. The form is also available on our website at [www.empiremerchants.com](http://www.empiremerchants.com) under "Customer/Important Updates" tab. It will also be located in "News and Events" for an introductory period.
  
- 2. Will I still get a letter in the mail from Empire regarding a Notice of Default?**
  - a. Not if you opt agree to receive the email notifications. Once you opt in to receiving electronic notifications, you will no longer receive the "Notice of Default" by first class mail.
  
- 3. Will I still be mailed a monthly statement?**
  - a. Yes.
  
- 4. What do I do if I am disputing an invoice?**
  - a. You must contact our Customer Service department prior to the Notification Date. You must also pay any portion of the invoice which is not in dispute.
  - b. Empire Merchants has up to 7 days from the original Notification Date to investigate the claim and make a determination. The sooner you contact the Customer Service Department, the more time we will have to investigate and determine if your invoice should be adjusted.
  
- 5. What if you investigate my dispute and I still do not agree with your conclusion?**
  - a. Under NYS law, we are required to notify the New York State Liquor Authority as soon as we conclude that you owe us money on an invoice for the sale of goods or delivery charges.
  - b. If you disagree with our determination you may appeal to the NYS Liquor Authority. It has the discretion to investigate your claim and to remove you from the Delinquent List either during its investigation or upon a finding that good cause exists to remove you from the List.
  
- 6. Do I have to receive this notification via email?**
  - a. No, if you chose not to enroll in this service you will continue to receive the Notice of Default via first class mail service. However, because we are required to notify the New York State Liquor Authority electronically and will be sending you a notice by mail, you will not receive the mailed notification until after you have been placed on the New York State Liquor Authority's Delinquent List. No wholesaler is permitted to grant credit to a retail licensee who is on that list.