

# CREDIT APPLICATION

Complete the form in full  
Please type or print in black ink  
(The information given is confidential)

Empire Merchants North LLC  
P.O. Box 10  
Coxsackie, New York 12051

Empire Merchants North LLC  
200 Dunn Road  
Lyons, New York 14489

License Serial No: \_\_\_\_\_

Business Telephone No: \_\_\_\_\_

License Name: \_\_\_\_\_

Trade Name \_\_\_\_\_

Corporate Name \_\_\_\_\_

Federal ID No: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Former Occupants of Premises \_\_\_\_\_

Principals: (Owners, Partners, Officers, Directors and/or Stockholders)

NAME	HOME ADDRESS	HOME TELEPHONE NO	TITLE	% OWNER
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
SS# _____	_____	_____	_____	_____
Date of Birth _____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
SS# _____	_____	_____	_____	_____
Date of Birth _____	_____	_____	_____	_____

## GENERAL INFORMATION

Bank(s) Where Business Account(s) Are Kept \_\_\_\_\_

Bank Address(es) \_\_\_\_\_

Business Bank Account Number(s) \_\_\_\_\_

Have you previously been in the Retail Liquor Business? \_\_\_\_\_

If Yes: When? \_\_\_\_\_ Where? \_\_\_\_\_ In What Capacity? \_\_\_\_\_

The applicant applies for credit from Empire Merchants North, LLC and agrees to pay all invoices when due. It is agreed that the entire outstanding balance due on all invoices shall become due in full immediately upon default of the payment of any invoice. The applicant agrees to pay interest in the amount of 1 percent per month on any past due amounts and agrees to pay all costs of collection including attorney's fees should a default in payment occur.

**WARRANTY AND GUARANTY**

In consideration of the extension and maintenance of credit from time to time by Empire Merchants North, LLC, the undersigned warrant(s) to them that the representations made are true and accurate. The undersigned agrees promptly to notify Empire Merchants North, LLC in writing of any change in financial condition which would affect the responsibility of the undersigned. And further, in consideration for the extension of credit to the applicant, I/We the undersigned, for good and valuable consideration, do hereby, personally, individually, jointly and severally, guarantee payment to the aforesaid Empire Merchants North, LLC, their successors or their assigns of whatsoever sums of money including service charges, collection costs, and attorney's fees, due and payable by the said applicant now and from time to time hereafter. This guaranty shall be effective without first requiring the creditor to proceed against any other party, and I/We hereby waive notice of acceptance, default and nonpayment and consent to waiver, extension or modification of credit terms; surrender of collateral, renewal, release of parties to the obligation and any other act or omission thereof for recovery of the sum due. This shall be an open and continuing guaranty and shall continue in full force and effect notwithstanding any change in the amount of indebtedness from time to time or renewals or extensions without obtaining any consent thereto. The obligation of the undersigned shall not be affected by any change which may arise by reason of the death of the undersigned and the obligation is binding upon his heirs, executors, successors or assigns. A grant of credit to the above applicant shall constitute acceptance of this guaranty.

This guaranty may only be revoked in writing by written notice sent by certified mail, return receipt requested, to: Empire Merchants North, LLC, Attention: Credit Manager, PO Box 10, Coxsackie, New York 12051. Such notice shall be effective only upon receipt by Empire Merchants North, LLC at the aforesaid address.

**The undersigned authorize Empire Merchants North, LLC or their designees, to undertake any investigations they deem necessary to confirm the above described representations or the financial condition of the applicant or that of the undersigned.**

It is understood and acknowledged by the undersigned that balances for goods or services purchased not paid on or before due date are subject to service charges and/or interest. If any balances are referred to any attorney for collection, there will be an additional charge for attorney's fees and collection costs.

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If you are the sole owner, you and your spouse sign. If this is a partnership, all partners sign; if a corporation, all stockholders must sign.

The use of corporate title shall in no way limit the personal liability of each signatory of this Credit Application.

**AUTHORIZATION FOR CREDIT REPORT**

The undersigned is executing this Authorization for Credit Report individually for the purpose of authorizing Empire Merchants North, LLC, to obtain a consumer credit report from time to time on the undersigned individual(s) through credit and consumer reporting agencies or other sources, in order to further evaluate the credit worthiness of such individual in connection with the credit evaluation process and the proposed extension of business credit to the Applicant. The undersigned, as an individual, hereby knowingly consents to the use of such credit report in accordance with the federal Fair Credit Reporting Act as contained in 15 U.S.C. 1681 ET SEQ, as amended from time to time.

**WARRANTY AND GUARANTY AND AUTHORIZATION FOR CREDIT REPORT SIGNATURES**

\_\_\_\_\_  
SIGNATURE, Individually and on behalf of the Applicant Social Security No

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
SIGNATURE, Individually and on behalf of the Applicant Social Security No

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC