

# Capitol-Husting Company, Inc. / Allstate Liquor & Wine Co.

*Wholesalers – Importers of Liquor and Wine*

CAPITOL-HUSTING COMPANY INC.  
12001 WEST CARMEN AVENUE  
MILWAUKEE, WI 53225

ALLSTATE LIQUOR & WINE CO., INC.  
12005 WEST CARMEN AVENUE  
MILWAUKEE, WI 53225

TRADE NAME: \_\_\_\_\_

THIS BUSINESS IS (PLEASE CHECK ONE)  ON PREMISE  OFF PREMISE

LIQUOR LICENSEE: \_\_\_\_\_

AGENT NAME IF LICENSEE IS NOT AN INDIVIDUAL: \_\_\_\_\_

CONTACT (OR BUYERS) NAME: \_\_\_\_\_

PLEASE CHECK WHAT TYPE OF LEGAL ENTITY THE BUSINESS IS:

SOLE-PROPRIETORSHIP  PARTNERSHIP  CORPORATION  LLC  LLP

IF BUSINESS IS A SOLE-PROPRIETORSHIP, PLEASE PRINT THE NAME AND ADDRESS OF OWNER:

\_\_\_\_\_

IF BUSINESS IS A PARTNERSHIP, CORPORATION, LLC, OR LLP PRINT ITS LEGAL NAME:

\_\_\_\_\_

IF THE BUSINESS IS NOT A SOLE-PROPRIETORSHIP, PLEASE PRINT THE NAME(S) AND HOME ADDRESS (ES) OF THE OFFICERS:

\_\_\_\_\_

\_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

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

BUSINESS PHONE \_\_\_\_\_ BUSINESS FAX \_\_\_\_\_

FEDERAL TAX ID # \_\_\_\_\_ WISCONSIN SELLERS PERMIT # \_\_\_\_\_

LIQUOR LICENSE RENEWAL \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ LICENSE NUMBER \_\_\_\_\_

( MONTH / DAY / YEAR )

City of  
 Town of  
 Village of

\_\_\_\_\_ (FILL IN NAME OF THE MUNICIPALITY WHO IS ISSUING THE LIQUOR LICENSE)

MAILING ADDRESS – IF DIFFERENT FROM DELIVERY ADDRESS

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

**ACCOUNT TYPE (PLEASE CHECK ONE)**

**ON PREMISE ACCOUNTS:**

- BAR/TAVERN/LOUNGE       NIGHT CLUB (URBAN)       PRIVATE CLUB
- BOWLING CENTER       CATERER'S BANQUET       HOTEL/RESORT
- CHAIN RESTAURANT (NATIONAL)       CHAIN RESTAURANT (LOCAL)
- RESTAURANT - FINE DINING       RESTAURANT - CASUAL THEME       OTHER \_\_\_\_\_

**OFF PREMISE ACCOUNTS:**

- CHAIN LIQUOR STORE       INDEPENDENT LIQUOR STORE
- CHAIN GROCERY STORE       INDEPENDENT GROCERY STORE       WHOLESALE CLUB
- CONVENIENCE STORE       NON MERCHANDISE       OTHER \_\_\_\_\_

**IS THIS ACCOUNT PART OF A CHAIN?**     NO       YES

IF YES, THE NAME OF THE CHAIN \_\_\_\_\_

**ACCOUNT ETHNICITY (PLEASE CHECK ONE)**

- CAUCASIAN       AFRICAN AMERICAN       HISPANIC       ASIAN
- ITALIAN       JAPANESE/CHINESE       GREEK       FRENCH
- GERMAN       POLISH       SLAVIC       OTHER \_\_\_\_\_

**ACCOUNT CLASSIFICATION (PLEASE CHECK ONE)**     A       B       C       OTHER

**DOES THE ACCOUNT WANT INVOICES SPLIT?**     NO       YES

IF YES, PLEASE CHECK THE APPROPRIATE SPLIT BELOW  
*THE "/" SPLITS THE INVOICE*

*THE "&" INCLUDES ON ANY INVOICE*

- LIQUOR/WINE/MALT/NON ALCH       LIQUOR & WINE/MALT/NON ALCH
- LIQUOR & WINE & MALT/NON ALCH       LIQUOR/WINE & MALT & NON ALCH
- LIQUOR/WINE & WINE/NON ALCH

SPECIFIC DELIVERY INSTRUCTIONS: \_\_\_\_\_

**SALESPERSON(S) ASSIGNED TO ACCOUNT:**

BOOK 1 \_\_\_\_\_  
(CROWN DIVISION)

BOOK 2 \_\_\_\_\_  
(VINTAGE DIVISION)

BOOK 3 \_\_\_\_\_  
(HIGHLANDER DIVISION)

**CREDIT INFORMATION**

NAME \_\_\_\_\_ SPOUSE'S NAME \_\_\_\_\_

PRESENT HOME STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ HOME PHONE # ( ) \_\_\_\_\_

SOCIAL SECURITY # \_\_\_\_/\_\_\_\_/\_\_\_\_ DRIVER'S LICENSE # \_\_\_\_\_ STATE \_\_\_\_\_

PREVIOUS HOME STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ WITHIN LAST 5 YEARS?  YES

DO YOU OWN REAL ESTATE?  NO  YES, ADDRESS \_\_\_\_\_

DO YOU HOLD A MORTGAGE(S)  NO  YES

ARE YOU EMPLOYED ELSEWHERE?  NO  YES, WHERE? \_\_\_\_\_

HOW LONG? \_\_\_\_\_

HAVE YOU PREVIOUSLY DONE BUSINESS WITH US?  NO  YES

IF YES, BUSINESS NAME \_\_\_\_\_ LOCATION \_\_\_\_\_ YEARS \_\_\_\_\_

**CREDIT REFERENCES FOR THE BUSINESS**

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

TO: CAPITOL-HUSTING COMPANY, INC. AND ALLSTATE LIQUOR & WINE COMPANY, INC  
12001 W. CARMEN AVENUE 12005 W. CARMEN AVENUE  
MILWAUKEE, WI 53225 MILWAUKEE, WI 53225

IN CONSIDERATION OF ALL GOODS DELIVERED TO: \_\_\_\_\_

*Print Legal Entity Name of Business and Trade Name*

I/WE \_\_\_\_\_ PERSONALLY GUARANTEE THE PAYMENT FOR ALL

*Please Print Your Name(s)*

**MERCHANDISE RECEIVED WITHIN THIRTY (30) DAYS AND I/WE PERSONALLY GUARANTEE PAYMENT OF ALL COSTS, EXPENSES, AND REASONABLE ATTORNEY'S FEES PAID OR INCURRED BY CAPITOL-HUSTING/ALLSTATE TO COLLECT BALANCES DUE WHETHER OR NOT LITIGATION IS COMMENCED TO COLLECT SAID INDEBTEDNESS.**

Signature in Ink of Person(s) Making the Guarantee \_\_\_\_\_ As of This Date \_\_\_\_\_

Witness: Capitol-Husting/Allstate Agent \_\_\_\_\_

PERSONALLY CAME BEFORE ME THE ABOVE NAMED \_\_\_\_\_  
KNOWN BY ME TO BE THE PERSON WHO EXECUTED THE FOREGOING PERSONAL GUARANTEE

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ COMMISSION EXPIRES \_\_\_\_\_

**GUARANTY (Unlimited)**

TO: Capitol-Husting Company, Inc  
12001 W. Carmen Avenue  
Milwaukee, Wisconsin 53225

AND

Allstate Liquor & Wine Company, Inc  
12005 W. Carmen Avenue  
Milwaukee, Wisconsin 53225

RE: Guaranty of Indebtedness of: \_\_\_\_\_  
*(Corporation, Partnership, LLC, LLP Name)*

In consideration of and to induce the extension of credit by Capitol-Husting Company, Inc. (hereinafter referred to as "Capitol") or Allstate Liquor & Wine Company, Inc. (hereinafter referred to as "Allstate"), and other good and valuable consideration, the receipt of which is hereby acknowledge, the undersigned (hereinafter referred to as "Guarantor") does hereby guarantee and agree to pay any and all indebtedness of every kind and nature owed by \_\_\_\_\_  
*(Corporation, Partnership, LLC, LLP Name)*

(hereinafter referred to as "Debtor") to Capitol / Allstate.

- Guaranty to be Unlimited.** The undersigned Guarantor agrees to pay to Capitol / Allstate forthwith when due, or upon demand thereafter, the full amount of all obligations or indebtedness due by Debtor to Capitol / Allstate, or any successor or transferred to Capitol / Allstate, with interest and without deduction for any claim, set-off or counterclaim of debtor or loss of contribution from any co-guarantor, plus all costs, expenses and reasonable attorney's fees paid or incurred by Capitol / Allstate in endeavoring to collect any and all unpaid indebtedness from Debtor, or Guarantor by reason of default of Debtor, whether or not litigation commenced to collect said indebtedness.
- Term of Guaranty.** This is a continuing and shall be revocable only as to transactions entered into by Debtor subsequent to the receipt by Capitol / Allstate of written notice of termination of this guaranty.
- Consent and Waiver.** The undersigned waives notice of acceptance hereof, and notice of orders, sales, and deliveries to Debtor, and of the amounts and terms thereof, and of all defaults of disputes with debtor of the settlement of adjustment of such defaults of disputes. The undersigned without affecting liability hereunder in any respect, consents to and waives notice of all changes of terms, the withdrawal or extension of credit or time to pay, the release of the whole or any part of the indebtedness, the settlement or compromise differences, the acceptances, or any other form of obligation for Debtor's indebtedness, and the demand protest and notice of protest of such instruments or their endorsements. The undersigned also consents to and waives notice of any arrangements or settlements made in or out of court in the event of receivership, liquidation, readjustment bankruptcy, reorganization, arrangement, or assignment for the benefit or creditors of Debtor, and anything whatsoever or not herein specified, which may be done or waived by or between Capitol / Allstate and Debtor, or Debtor and any other person whose claims against Debtor have been or shall be assigned or transferred to Debtor.
- Character of Obligation.** The obligation of Guarantor is a primary and unconditional obligation, and covers all existing and future indebtedness to Debtor to Capitol / Allstate. This obligation shall be enforceable before or after proceeding against Debtor or against any security by Capitol / Allstate, and shall be effective regardless of the solvency or insolvency of Debtor at any time, the extension or modification of the indebtedness of Debtor by operation of law, or the subsequent incorporation, reorganization, merger, or consolidation of Debtor, or any other change in the composition, nature, personnel, or location of Debtor.

5. **Construction.** Nothing herein contained shall be constructed as an obligation on the part of Capitol / Allstate to extend credit to debtor, or as an obligation to continue to extend credit. The records of Capitol / Allstate showing the account between Capitol / Allstate and Debtor shall be admissible as evidence in any action or proceeding involving the guaranty, and such records shall be prima facie proof of the items therein set forth. This guaranty shall for all purposes be deemed to be made in, and shall be governed by the laws of the State of Wisconsin. In the event any part of this guaranty is held to be illegal or unenforceable, the remainder of guaranty shall remain in full effect.

6. **Claims of Capitol / Allstate to Have Priority.** Any claims the Guarantor may have against Debtor, while said debtor is indebted to under liability either direct or indirect of whatsoever nature to capitol / Allstate, shall not be enforced or any payments made thereon until said indebtedness or liability of said Debtor to Capitol / Allstate is paid in full.

7. **Benefit.** This guaranty shall be binding upon the undersigned Guarantor, his legal representatives and assigns, and in the event that this Guaranty is signed by more than one person, the obligation of the Guarantors shall be joint and several. This Guaranty shall inure to the benefit of Capitol-Husting Company, Inc. or Allstate Liquor & Wine Company, Inc. and its successors and assigns. A change in the name of composition of Debtor shall not terminate this Guaranty unless the provisions for termination herein are complied with. The terms "Debtor" and "Guarantor" when used throughout this Guaranty shall be taken to mean either singular or plural, masculine or feminine, or as the case may be.

8. **Interest.** Guarantor agrees to pay interest at the rate of 1.25% per month (15% per year) on any indebtedness of Debtor 30 days past due, or if such rate of interest shall be in excess of the highest legal rate of interest which may be charges, then at such highest legal rate.

**THE UNDERSIGNED GUARANTOR CONSENTS AND AGREES TO AND SHALL BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE FOREGOING GUARANTY.**

\_\_\_\_\_  
Signature In Ink of Person(s) Making the Guarantee As of This Date

\_\_\_\_\_  
Witness: Capitol-Husting/Allstate Agent

PRINT NAME, HOME ADDRESS AND PHONE NUMBER OF GUARANTOR BELOW:

Name of Guarantor \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

PERSONALLY CAME BEFORE ME THE ABOVE NAMED \_\_\_\_\_  
KNOWN BY ME TO BE THE PERSON WHO EXECUTED THE FOREGOING CORPORATE GUARANTEE

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ COMMISSION EXPIRES \_\_\_\_\_