

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 (DBA:) _____

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

BUSINESS ADDRESS _____

CITY _____ STATE _____ ZIP _____

BUSINESS PHONE _____ BUSINESS FAX _____

CONTACT (OR BUYERS) NAME: _____

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)

LIQUOR LICENSEE: _____

AGENT NAME IF LICENSEE IS NOT AN INDIVIDUAL: _____

FEDERAL TAX ID # _____ WISCONSIN SELLERS PERMIT # _____

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 ADDRESS (ES) OF THE OFFICERS:

MAILING ADDRESS – IF DIFFERENT FROM DELIVERY ADDRESS

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

CREDIT INFORMATION

NAME _____ SPOUSE'S NAME _____

PRESENT HOME STREET ADDRESS _____ YEARS _____

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 HOLD A MORTGAGE(S) NO YES

ARE YOU EMPLOYED ELSEWHERE? NO YES, WHERE? _____

CURRENT CUSTOMER OR PREVIOUSLY DONE BUSINESS WITH US? NO YES HOW LONG? _____

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 Signature: Capitol-Husting/Allstate Agent) (Printed Name) (Position/Title)

NOTARY PUBLIC

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

SIGNATURE _____ DATE _____ COMMISSION EXPIRES _____

CORPORATE/PARTNERSHIP 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.

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

Name of Guarantor _____ Title _____

Home Address _____

City _____ State _____ Zip _____ Phone # _____

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

(Witness Signature: Capitol-Husting/Allstate Agent) (Printed Name) (Position/Title)

NOTARY PUBLIC

PERSONALLY CAME BEFORE ME THE ABOVE NAMED _____

KNOWN BY ME TO BE THE PERSON WHO EXECUTED THE FOREGOING CORPORATE GUARANTEE

SIGNATURE _____ DATE _____ COMMISSION EXPIRES _____

CAPITOL-HUSTING CO., INC./ALLSTATE LIQUOR & WINE CO., INC.
12001 West Carmen Avenue
Milwaukee, WI 53225

AUTHORIZATION TO RELEASE BANK CREDIT INFORMATION

To Bank: _____
(Your Bank Name)

We are currently in the process of establishing trade credit with Capitol-Husting Co. Inc., /Allstate Liquor & Wine Co., 12001 W. Carmen Ave., Milwaukee, WI 53225. Phone: 414-353-1000, Fax: 414-353-0768

Therefore we authorize you to release **ALL RELATED DEPOSIT ACCOUNTS AND LOAN/LINE OF CREDIT** information to Capitol-Husting Co., Inc./Allstate Liquor & Wine Co., with respect to our account(s) and credit facilities with you on behalf of:

(Print Legal Entity Name of Business and Trade Name)

Please provide the requested information to Capitol-Husting Co., Inc./Allstate Liquor & Wine Co. directly in order to expedite our credit application approval.

Authorized Applicant Signature: _____ Date: ____ / ____ / ____
(Signature in Ink of Authorized Applicant)

Printed Name of Authorized Signer: _____
(Print Name of Authorized Applicant)

Bank Contact Name: _____ Phone #: _____

Address/Branch Location: _____

To be Completed by Customer		For Bank Use Only		
Account Type	Account Number	Date Open	Current Balance	Year To Date Avg.
Checking				
Money Market				
Savings				
Loan				
Line of Credit				

Bank Representative: _____
(Signature of Authorized Bank Representative)

Printed Name of Rep: _____
(Print Name of Authorized Representative)

Date: ____ / ____ / ____