



NEW CUSTOMER CREDIT APPLICATION

Blue Sky Distributing Inc dba

Momentum Beverage Team Colorado

Mailing Address: 1800 Wazee St Ste 300 Denver, CO 80202

EMAIL form to ordersco@mbevteam.com

The form below needs to be completed in order to receive product from Momentum Beverage Team Colorado. All information is kept confidential. **Until completed and approved all orders are subject to COD Terms.**

Corporate Name: _____ DBA _____ Chain Name _____

Business Phone: _____ Colorado Liquor License# _____ EIN#: _____

Physical Location

Address _____

CITY _____

ZIP _____

Phone _____

Mailing Address

Address _____

CITY _____

ZIP _____

Phone _____

Owner Information

Name _____

Email _____

Phone _____

Special Delivery Instructions:

Delivery Hours: _____

Special Instructions:

Contact: _____

Accounting Information

Contact: _____

Email: _____

Phone: _____

Credit Terms Requested: COD 30Days

Payment Method: Mailed Check ACH Fintech

Buyer Information

Name: _____

Email: _____

Phone: _____

CBT Rep Assigned _____

TYPE: On Premise Off Premise

AS CONSIDERATION FOR THE ADVANCEMENT OF CREDIT, I/WE THE UNDERSIGNED INDIVIDUALLY, JOINTLY, AND SEVERALLY AGREE AS FOLLOWS:

1) IN THE EVENT PURCHASER DOES NOT PAY THE AMOUNT DUE PURSUANT TO THE TERMS OF THE AGREEMENT BETWEEN PURCHASER AND BLUE SKY DISTRIBUTING INC (SELLER DBA MOMENTUM BEVERAGE TEAM COLORADO), PURCHASER AGREES TO PAY A DELINQUENT INTEREST CHARGE OF 1- 2% PER MONTH ON THE UNPAID BALANCE.

2) SELLER MAY, AT ANY TIME, WITHOUT NOTICE CANCEL ALL CREDIT AVAILABLE TO PURCHASER AND REFUSE TO MAKE ANY FURTHER CREDIT ADVANCES. IN THE EVENT SELLER DETERMINES THAT INFORMATION CONTAINED ON HIS/HER CREDIT APPLICATION IS FALSE OR MISLEADING, OR IF SELLER RECEIVES OTHER FALSE OR MISLEADING CREDIT INFORMATION FROM BUYER OF ANY KIND OR NATURE, SELLER MAY WITHOUT FURTHER NOTICE CANCEL ANY ORDERS IN-HOUSE, OR ANY DELIVERIES IN PROGRESS TO PURCHASER, ANY FALSE OR MISLEADING INFORMATION BY PURCHASER SHALL BE CONSTRUED AS A MATERIAL DEFAULT, AND ANY INVOICES OUTSTANDING SHALL BE IMMEDIATELY DUE AND PAYABLE IN FULL.

3) TO PAY ALL COSTS AND ATTORNEY'S FEES INCURRED BY SELLER IN RELATION TO THE INTERPRETATION, CONSTRUCTION, OR ENFORCEMENT OF ANY OR ALL OF OUR OBLIGATIONS UNDER THIS CREDIT APPLICATION OR PERSONAL GUARANTEE, WHETHER OR NOT SUIT IS FILED.

4) THAT WE WARRANT AND REPRESENT TO SELLER, THAT WE ARE SOLVENT AND ABLE TO PAY OUR OBLIGATIONS AS THEY BECOME DUE WE WILL NOTIFY SELLER IMMEDIATELY IF ANY BECOME INSOLVENT, AND THAT SELLER CAN RELY ON THIS CONTINUING REPRESENTATION OF SOLVENCY.

5) THAT SELLER MAY USE THIS AGREEMENT WITH ANY FINANCIAL INSTITUTION OR CREDIT REPORTING AGENCY FOR THE PURPOSE OF OBTAINING ALL PERSONAL AND BUSINESS FINANCIAL INFORMATION OF ANY KIND OR NATURE WHATSOEVER.

6) TO THE EXTENT ANY TERMS ON A PURCHASE ORDER EXECUTED BY PURCHASER ARE INCONSISTENT WITH THESE TERMS, THESE TERMS SHALL TAKE PRECEDENCE. ANY MODIFICATION MUST BE CONSENTED TO BY THE SELLER AND PURCHASER IN WRITING.

IN CONSIDERATION OF THE EXTENSION OF CREDIT BY BLUE SKY DISTRIBUTING, INC (SELLER DBA MOMENTUM BEVERAGE TEAM COLORADO) TO APPLICANT, THE UNDERSIGNED DOES JOINTLY AND SEVERALLY PERSONALLY GUARANTEE TO PAY AND BE RESPONSIBLE FOR PAYMENT (AND NOT MERELY COLLECTION) OF ALL SUMS, BALANCES AND ACCOUNTS DUE SELLER, INCLUDING INTEREST, INCURRED COST OF COLLECTION EXPENSES OF AN AGENT WHO IS NOT A SALARIED EMPLOYEE, COURT COSTS AND REASONABLE ATTORNEY'S FEES.

THIS SHALL BE AN OPEN AND CONTINUING GUARANTEE AND SHALL CONTINUE IN FORCE NOTWITHSTANDING ANY CHANGE IN THE FORM OF SUCH INDEBTEDNESS, OR RENEWALS, RELEASES, MODIFICATIONS, OR EXTENSIONS GRANTED BY SELLER, WITHOUT OBTAINING ANY CONSENT THERETO, AND UNTIL EXPRESSLY REVOKED BY WRITTEN NOTICE FROM THE GUARANTOR(S) TO SELLER. ANY SUCH REVOCATION SHALL NOT IN ANY MANNER AFFECT GUARANTOR(S) LIABILITY AS TO ANY INDEBTEDNESS EXISTING PRIOR THERETO. THIS GUARANTEE CAN BE REVOKED IN WRITING, BY CERTIFIED MAIL AND NOTICE RECEIVED, AND MUTUAL CONSENT OF THE PARTIES.

GUARANTOR(S) WAIVE NOTICE OF THE ACCEPTANCE OF THIS AGREEMENT NOTICE OF DEFAULT OR NON-PAYMENT AND WAIVE ACTION REQUIRED BY ANY STATUTE AGAINST THE APPLICANT. NO DELAY ON SELLER'S PART IN EXERCISING ANY RIGHT HEREUNDER OR TAKING ANY ACTION TO COLLECT OR ENFORCE PAYMENT OF ANY OBLIGATION HEREBY GUARANTEED, EITHER AS AGAINST THE APPLICANT OR ANY OTHER PERSON PRIMARILY OR SECONDARILY LIABLE WITH THE APPLICANT, SHALL OPERATE AS A WAIVER OF ANY SUCH RIGHT OR IN ANY MANNER PREJUDICE SELLER'S RIGHTS GUARANTOR(S). GUARANTOR(S) AGREES THAT IN THE EVENT OF ANY DEFAULT ANY TIME BY SAID APPLICANT, SELLER SHALL BE ENTITLED TO LOOK TO GUARANTOR(S) IMMEDIATELY FOR FULL PAYMENT WITHOUT PRIOR DEMAND OR NOTICE. GUARANTOR(S) CONSENTS AND AGREES TO BE BOUND BY ALL OF THE PROVISIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATIONS PARAGRAPH 1-6 ABOVE.

AUTHORIZE SIGNATURE:

PRINT NAME:

DATE: