



# NEW CUSTOMER FORM

Blue Sky Distributing Inc  
dba Momentum Beverage Team Colorado

Mailing Address:  
5000 Osage St Ste 800  
Denver, CO 80221

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.**

Legal Name: \_\_\_\_\_ Physical Address: \_\_\_\_\_  
 DBA: \_\_\_\_\_ Mailing Address: \_\_\_\_\_  
 TaxID: \_\_\_\_\_ Chain: \_\_\_\_\_ State License #: \_\_\_\_\_ License Type: ON OFF COMBO

**Accounting Information**

Name: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**Credit Terms Requested**

- COD
- Net 30

**Preferred Payment Method**

- ACH
- Fintech
- iControl
- Provi
- Paylink
- Check (Fees may apply)

**Buyer Information**

Name: \_\_\_\_\_ Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**Trade Channel**

- Drug Store
- Liquor Store
- Military
- Neighborhood Store
- Supermarket
- Supercenter
- Wholesale Club
- General Merchandiser
- Dollar Stores
- Special Event/Temp
- Other
- Adult Entertainment
- Bar/Tavern
- Recreation
- Casino/Gaming
- Concessionaire
- Golf/Country Club
- Hotel/Motel
- Music/Dance Club
- Private Club
- Restaurant
- Sports Bar

**Delivery Instructions**

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Code: \_\_\_\_\_  
 Door/Location: \_\_\_\_\_  
 Special Instructions: \_\_\_\_\_

**Receiving Hours**

Mon \_\_\_am-\_\_\_pm Tue \_\_\_am-\_\_\_pm Wed \_\_\_am-\_\_\_pm  
 Thu \_\_\_am-\_\_\_pm Fri \_\_\_am-\_\_\_pm Sat \_\_\_am-\_\_\_pm

**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 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.

AUTHORIZED SIGNATURE:	PRINT NAME:	DATE:
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