



# CUSTOMER APPLICATION

NEW  CHANGE OF OWNERSHIP

APPLICATION DATE: \_\_\_\_\_

## BUSINESS INFORMATION

<b>BUSINESS NAME</b>			<input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> SCHOOL, CHURCH, GOVERNMENT, NON- PROFIT ORGANIZATION		
<b>BUSINESS PHYSICAL ADDRESS</b>		<b>CITY/STATE</b>	<b>ZIP CODE</b>		
<b>BUSINESS BILLING ADDRESS</b>		<b>CITY/STATE</b>	<b>ZIP CODE</b>		
<b>BUSINESS PHONE</b>	<b>BUSINESS FAX</b>	<b>BUSINESS E-MAIL</b>			
STORE FACILITIES:					
<input type="checkbox"/> RENT - LANDLORD: _____					
<input type="checkbox"/> OWN - MORTGAGE HOLDER: _____					
YEARS IN BUSINESS _____ <input type="checkbox"/> LEASE - ADDRESS: _____					

## PERSONAL INFORMATION

<b>OWNER NAME</b> 1		<b>DATE OF BIRTH</b>	<b>SOCIAL SECURITY NO.</b>	<b>DRIVERS LIC. NO.</b>	<b>STATE</b>
<b>HOME ADDRESS</b>				<b>CITY/STATE /ZIP</b>	<input type="checkbox"/> RENT HOW LONG AT THIS ADDRESS? _____ <input type="checkbox"/> OWN
FORMER ADDRESS IF YOU MOVED IN THE LAST 3 YEARS				<b>CITY/STATE /ZIP</b>	HOW LONG AT FORMER ADDRESS? _____
<b>CURRENT HOME PHONE NO.</b>	<b>CELL PHONE NO.</b>	<b>PREVIOUS EMPLOYER</b>		<b>PHONE NO.</b>	
MANAGED A STORE BEFORE? <input type="checkbox"/> NO <input type="checkbox"/> YES - WHEN? _____		MANAGE STORE FOR WHOM?		WHERE?	
NEAREST RELATIVE NOT LIVING WITH YOU		<b>RELATIONSHIP</b>	<b>ADDRESS</b>	<b>PHONE NO.</b>	

<b>OWNER NAME</b> 2		<b>DATE OF BIRTH</b>	<b>SOCIAL SECURITY NO.</b>	<b>DRIVERS LIC. NO.</b>	<b>STATE</b>
<b>HOME ADDRESS</b>				<b>CITY/STATE /ZIP</b>	<input type="checkbox"/> RENT HOW LONG AT THIS ADDRESS? _____ <input type="checkbox"/> OWN
FORMER ADDRESS IF YOU MOVED IN THE LAST 3 YEARS				<b>CITY/STATE /ZIP</b>	HOW LONG AT FORMER ADDRESS? _____
<b>CURRENT HOME PHONE NO.</b>	<b>CELL PHONE NO.</b>	<b>PREVIOUS EMPLOYER</b>		<b>PHONE NO.</b>	
MANAGED A STORE BEFORE? <input type="checkbox"/> NO <input type="checkbox"/> YES - WHEN? _____		MANAGE STORE FOR WHOM?		WHERE?	
NEAREST RELATIVE NOT LIVING WITH YOU		<b>RELATIONSHIP</b>	<b>ADDRESS</b>	<b>PHONE NO.</b>	

## TRADE REFERENCES

<b>NAME</b> 1	<b>PHONE #</b>
<b>ADDRESS</b>	<b>CITY/STATE</b> <b>ZIP CODE</b>
<b>NAME</b> 2	<b>PHONE #</b>
<b>ADDRESS</b>	<b>CITY/STATE</b> <b>ZIP CODE</b>

## BANK REFERENCE

<b>BANK NAME</b>	<b>CONTACT</b>	<b>ACCOUNT#</b>
<b>ADDRESS</b>	<b>CITY/STATE</b>	<b>ZIP CODE</b>

<input type="checkbox"/> <b>EFT</b> ELECTRONIC FUNDS TRANSFER	<b>BANK ROUTING NO.</b>	<b>ACCOUNT NO.</b>	<b>TRANSACTION DATE</b>
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STATE TAX I.D.

STATE TOBACCO LIC. NO.

RENEWAL DATE

**CERTIFICATE OF RESALE, LEASING, OR RENTING TANGIBLE PERSONAL PROPERTY**

I HEREBY CERTIFY: That I hold Limited Sales Tax Permit No. \_\_\_\_\_ issued pursuant to the Limited Sales, Excise, and Use Tax Law, and that the tangible personal property described below, or which is shown in the attached order of invoice, which is made a part hereof, which I will purchase from Lyons Specialty Co., LLC will be re-sold, rented or leased by me in the form of tangible personal property; however, if I make any use of the tangible personal property other than retention, demonstration or display while holding it for sale, lease, or rental in the regular course of business, the use shall be taxable to me as of the time when the tangible personal property is first used, and the sales price of the property to me shall be deemed the measure of the tax.

NAME OF BUSINESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_

**CONTINUING GUARANTY**

("Customer"), I hereby give this continuing guaranty to Seller, its transferees or assigns, for payment in full of any indebtedness of Customer to Seller plus all interest, attorney's fees, other fees, and charges of whatsoever nature and kind whether due or to become due and whether now existing or hereafter arising (hereinafter called the "Indebtedness"). Seller may, one or more times in its judgement, grant extensions take and surrender securities, release or discharge guarantors or other parties, grant releases and discharges generally, make changes of any sort whatever in the terms of its contract or manner of doing business with Customer without notice to the undersigned, such notice being hereby specifically waived, and I shall remain at all times bound hereby. Seller shall not be bound to exhaust its recourse against Customer or other persons or upon the securities it may hold before being entitled to payment from the undersigned of the amount hereby guaranteed. I do bind and obligate myself, my heirs and assigns, solidarily and unconditionally with Customer, for payment of the Indebtedness, precisely as if the same had been contracted and was due or owing by me in person, hereby agreeing to all terms and conditions contained in any agreement with Customer, including the Customer Application, hereby waiving all notice including notice of any such indebtedness and demand. I do further waive all notice and all pleas of discussion and division and I agree upon demand at any time, to pay to Seller, its transferees or assigns, the full amount of the Indebtedness, up to the amount of this guaranty, as set forth.

In the event this continuing guaranty is executed by more than one individual, it is understood and agreed that each individual shall be bound jointly and severally, solidarily by all of the provisions of this continuing guaranty and for the payment in full of the indebtedness in the same manner as if each individual were the only person executing this continuing guaranty.

This continuing guaranty shall continue in force until written notice of its discontinuance shall be delivered to Seller, but such discontinuance shall not affect my liability on any Indebtedness then existing. This continuing guaranty shall be governed by Louisiana law.

DATED THIS DAY OF \_\_\_\_\_

20 \_\_\_\_\_

SIGNATURE OF GUARANTOR \_\_\_\_\_

INDIVIDUALLY

PRINT NAME OF GUARANTOR \_\_\_\_\_

INDIVIDUALLY

**TERMS AND CONDITIONS**

I acknowledge and agree that interest at a rate of 1½% per month but in any event not to exceed the maximum legal rate will be charged on all unpaid balances ten (10) days after the due date shown on the invoice. In event of default and referral to an attorney or collection agency, I agree to pay all costs of collection including reasonable attorney's fees. I understand that if the type of ownership of the business changes from that listed above, nevertheless I will be held responsible for all debts and obligations and fees incurred in connection with my request, and I agree that if additional stores or locations are added at my request that I will be bound and that the terms and obligations of this agreement will extend to those accounts or additional locations. I certify that, by signing the delivery manifest referencing an invoice, that I have counted total pieces, total cigarette cartons, and total tobacco items as printed on the invoice. I acknowledge and agree that once the delivery manifest is signed by myself or a representative of the company, we are accepting delivery of the order and agree that all cigarette, tobacco, bundle and return tote counts are correct as printed on the invoice and manifest. Any discrepancies in piece, bundle or tote counts must be noted on the manifest and initialed by the driver at the time of delivery. It is further understood only the credit manager or some other authorized officer of Lyons Specialty Co. has authority to modify any of the terms of this agreement, and under no circumstances does a salesperson or a driver have authority to alter or modify any of the terms of this agreement. I understand that the above information is given for the purpose of obtaining credit information and by signing gives consent to run my credit report. I certify that, to the best of my knowledge, the above information is complete and accurate as of the date of this application. I authorize you to contact these references and for them to release any financial information you require. In consideration of the matters contained herein, I agree that this agreement is performable and all bills payable in connections therewith and shall be governed by Louisiana Law.

In the event you should have a check returned, there will be a \$35.00 NSF check charge and we will require cash, a cashier's check, money order or wire transfer to cover the returned check. Until we receive the guaranteed funds, the account will not receive a shipment.

EARLIEST AVAILABLE  
DELIVERY DATE \_\_\_\_\_TERMS  
REQUESTED \_\_\_\_\_

SIGNATURE \_\_\_\_\_

**OFFICE USE ONLY**

SCORE	OPENING ORDER	ANTICIPATED 1ST DELIVERY DATE	TERMS APPROVED

REMARKS/HISTORY/OTHER INFO

ROUTING/SPECIAL DELIVERY INFO

SALESMAN SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_