

## New Account Forms



Thank you for your interest in becoming a customer of  
Morrey Distributing Company.

In accordance with Nevada Privileged License Laws (NRS 369.485) the  
attached documents are required to open an account.

**Please complete, sign, and submit the following forms to:**

Cheryl O'Brien at [c.obrien@morreydistributing.com](mailto:c.obrien@morreydistributing.com)

- 1) New Account Information Form
- 2) Credit Application Form
- 3) Continuing Guaranty
- 4) Acknowledgement of Nevada Liquor Law
- 5) Nevada Resale Certificate
- 6) Copy of your current liquor license

**As of 01/01/2024 we no longer accept checks as a form of  
payment. A copy of electronic payment options has been  
provided, please choose the option that will work best for you.**

Please feel free to contact our Accounts Receivable at **775-352-6000**



# New Account Information Form

\_\_\_\_\_ **Date** \_\_\_\_\_ **Business Name**

\_\_\_\_\_ **Chain Store #** \_\_\_\_\_ **Corporate Name**

\_\_\_\_\_ **Owner** \_\_\_\_\_ **Manager**

\_\_\_\_\_ **Physical Address** \_\_\_\_\_ **City/State** \_\_\_\_\_ **Zip**

\_\_\_\_\_ **Email Address** \_\_\_\_\_ **Location Phone #** \_\_\_\_\_ **Buyer Phone#**

\_\_\_\_\_ **Mailing Address** \_\_\_\_\_ **City/State** \_\_\_\_\_ **Zip**

\_\_\_\_\_ **A/P Contact (If applicable)** \_\_\_\_\_ **A/P Email Address**

\_\_\_\_\_ **A/P Phone #** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No** \_\_\_\_\_ **Email Statement** \_\_\_\_\_ **Email Address**

\_\_\_\_\_ **Type of Business** \_\_\_\_\_ **Estimated Opening Date**

**Licensing:**  
Please complete all licensing information:

\_\_\_\_\_ **Liquor License #** \_\_\_\_\_ **Expiration Date** \_\_\_\_\_ **County**

\_\_\_\_\_ **State Resale Lic # (State Tax #)** \_\_\_\_\_ **Federal Tax ID #**

**Products:**  
Type of products being sold (check all that apply):

**Draught Beer** \_\_\_\_\_ **Packaged Beer** \_\_\_\_\_ **Non-Alcohol (water, energy drinks):** \_\_\_\_\_



Credit Application Part 1

Proprietors/Corporate Officers:

_____	_____	_____
<b>Name/Title</b>	<b>Address</b>	<b>City/ST/Zip</b>
_____	_____	_____
<b>Name/Title</b>	<b>Address</b>	<b>City/ST/Zip</b>
_____	_____	_____
<b>Name/Title</b>	<b>Address</b>	<b>City/ST/Zip</b>

Trade References (minimum of 3 required):

_____	_____	_____
<b>Name/Business</b>	<b>Address</b>	<b>City/ST/Zip</b>
_____	_____	_____
<b>Name/Business</b>	<b>Address</b>	<b>City/ST/Zip</b>
_____	_____	_____
<b>Name/Business</b>	<b>Address</b>	<b>City/ST/Zip</b>

Business Bank Reference:

_____	_____	_____
<b>Name Of Bank</b>	<b>Bank Contact Name</b>	<b>Contact Phone #</b>
_____	_____	_____
<b>Name on Account</b>	<b>Account #</b>	

Number of years in business? \_\_\_\_\_  
Have you ever filed for bankruptcy? \_\_\_\_\_  
Do you have any lawsuits pending? \_\_\_\_\_

**If business is incorporated, please fill out box below:**

Incorporated under law of which state? _____
Date incorporated: _____

Please sign below verifying that the information you have provided is correct:

_____	_____
<b>Signature</b>	<b>Date</b>

## Credit Application Part 2



### **Morrey Distributing Credit Agreement Terms and Conditions**

1. In order for Morrey Distributing Company to extend credit to Applicant or accept checks as payment for services, the included credit application must be approved. This Credit Application must contain the signature of a company officer, partner or owner and all other requested information. Applicants with insufficient information or unsatisfactory credit applications will be required to pay upon delivery (COD).
2. All applications for a CHARGE account must agree to and sign the included Continuing Guaranty. No accounts will be approved for a CHARGE status if the Continuing Guaranty is blank or missing.
3. In compliance with Nevada Sales and Use Tax Laws, it is necessary that customers provide a signed resale certificate with their State Sales Tax Permit Number declaring that merchandise has been purchased for resale.
4. An approved liquor license is necessary for Morrey Distributing Company to release your order.
5. Nevada Statutes NRS 369.487 requires all retailers to purchase liquor only from state-licensed wholesalers and NRS 369.488 provides the sources for purchase of liquor by retailer.
6. Nevada Statutes NRS 369.4877 requires payments by customer on or before the 10<sup>th</sup> day of the month following delivery of product. Unpaid deliveries will result in the customer becoming delinquent on the 15<sup>th</sup> of the month following the month of delivery. Customer account will be placed on COD status for payments not received by the 15<sup>th</sup> of the month and all future deliveries must be paid for by money order, certified check, or cashier's bank check until account is paid in full. Short paying of invoices is prohibited. Credit for invoices or pricing errors or returns will be issued to your account and will appear on your monthly statement. All credits must be used within 90 days of issuance of same.
7. If any customer checks are returned for NSF (non-sufficient funds) the customer's account will be assessed a (\$25) twenty-five-dollar NSF fee. If two or more NSF checks are received in a 6-month period, the account will be placed on COD status for no less than 60 days.
8. If customer account becomes delinquent and payment plan becomes necessary, customer agrees to pay COD for all current orders plus the amount agreed upon per the terms of the payment plan. Once delinquent payment has been received in full under the payment terms agreed upon, customer will be COD for a period of 6 months or more.
9. Should customer's account require a payment plan or should there be NSF's in a 6-month period, upon request by the customer, Morrey Distributing Company will re-evaluate customer's credit and determine appropriate credit terms.
10. By signing the new account form and credit application, Applicant certifies that all statements and information included in the credit application are true, correct, and complete. Morrey Distributing Company is authorized to verify all statements through any source available to them.
11. Applicant agrees to pay, upon demand, all Morrey Distributing's costs and expenses, including attorney's fees and Morrey Distributing's legal expenses, incurred in connection with the enforcement of collection of delinquent account. Costs and expenses include Morrey Distributing's attorney's fees and legal expenses whether there is a lawsuit, including attorney's fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Applicant also shall pay all court costs and such additional fees as may be directed by the court.
12. Applicant agrees that Morrey Distributing Company shall be entitled to rely on instructions provided by an officer, owner or employee of customer in connection with the purchase of products from Morrey Distributing and customer is responsible for payment of these orders.

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**Signature**

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**Date**

# Continuing Guaranty



## **\*\* Required For Credit Approval \*\*** **Continuing Guaranty**

For valuable consideration, the undersigned (hereinafter called Guarantor) absolutely and unconditionally guarantees and promises to pay Morrey Distributing Company, a corporation (hereinafter called the Company), its affiliates, successors, and assigns, or orders, in lawful money of the United States any and all indebtedness of \_\_\_\_\_.

(Hereinafter called Debtor) to Company in whatever amount may be owing to Company whether such indebtedness now exists or is incurred hereafter whether they voluntary or involuntary and however arising, whether recovery on such indebtedness may be, or hereafter become. Barred by any statute or limitations. This is a continuing guaranty relating to any and all indebtedness, including that arising under successive transactions, which shall either continue the indebtedness, or from time to time renew it after it has been satisfied.

The obligations hereunder are joint and several and independent of the obligations to Debtor, and a separate action or actions may be brought and prosecuted against Guarantor whether an action is brought against debtor, whether Debtor be joined in any such action or actions; and Guarantor waives the benefit of any statute of limitations affecting their ability hereunder or the enforcement thereof.

Guarantor further agrees to pay reasonable attorneys' fees and other costs and expenses, which may be incurred by Company in the enforcement of the guaranty.

Guarantor waives any right to require Company to (a) proceed against Debtor (b) proceed against or exhaust any security held for Debtor: or, (c) pursue any remedy in Company's power whatsoever. Guarantor waives any defense arising by reason of any disability or other defense of Debtor or by reason of the cessation from cause whatsoever of the liability of Debtor.

Guarantor waives all presentments, demands for performance, notices of non-performance, protest, notices of protest, notices of dishonor and notice or acceptance of the guaranty and of this existence, creation, or incurring of new or additional indebtedness.

This guaranty shall not be abrogated or affected in any manner by any change in the firm or status of the Debtor, whether caused by death, by the admission of any new member or members, or by any change from any cause whatsoever.

If the Debtor is a partnership, all partners acknowledge that I have the legal right to bind the Debtor and that I am authorized to sign on behalf of the Debtor.

In witness whereof, the undersigned has executed this guaranty this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
**Home Address**

\_\_\_\_\_  
**City/State/Zip**

\_\_\_\_\_  
**Phone Number**

For the purpose of obtaining credit, I warrant this statement is true and complete, authorization is hereby granted to verify any information on this application.

As per NRS 369.485: 1) A service charge will be charged on all past due accounts, 2) The service charge rate is 1.5% per month, 18% per year, and 3) an account is past due if payment is not received by Morrey Distributing Company, on or before the 15<sup>th</sup> day of the month following the date of invoice(s).

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**



**Acknowledgement**

In keeping with Nevada Laws (NRS 369.485) governing sale and distribution of alcohol:

- 1) The terms of payment to a retail business (on and off premise licensee) shall be limited to two account terms. The first being, **Net 10<sup>th</sup>** of the following month from the date of purchase and **COD**. COD meaning payment on or before delivery via company check, money order, or cashier check.
- 2) On the **15<sup>th</sup> of the month** following the delivery of liquor and on the 15<sup>th</sup> of each month thereafter, the wholesale dealer shall charge a retail liquor store which is past due a service charge of 1.5 percent of the amount of the unpaid balance.
- 3) Wholesaler shall not sell liquor to a retail store which is delinquent in payment except for payment on or before delivery.
- 4) All persons obtaining a liquor license shall preserve for a period of four years' invoices and lists of liquor purchased and received including but not limited to kind and quantity of liquor, name of persons from whom received and place and date of purchase
- 5) It is unlawful for a retail liquor store (on or off premise licensee) to purchase liquor from any entity other than a state licensed wholesaler.

**It is the responsibility of all retail liquor license holders to know and understand your rights and privileges of the license you hold.**

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Licensee Signature

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Date



## NEVADA RESALE CERTIFICATE

I hereby certify that I hold valid seller's permit number \_\_\_\_\_ issued pursuant to chapters 372, 374 and 377 of the Nevada Revised Statutes; that I am engaged in the business of selling \_\_\_\_\_; and that the tangible personal property described in the second paragraph of this certificate, which I purchase from: Morrey Distributing Company, will be resold by me in the form of tangible personal property. I further certify that in the event any of the property is used for any purpose other than retention, demonstration or display while I am holding it for sale in the regular course of business, it is understood that I am required by chapters 372, 374 and 377 of the Nevada Revised Statutes to report it and pay the tax measured by the purchase price of the property.

Description of the property to be purchased:

Beer, non-alcoholic/energy drinks/water, glassware and promotional items

Dated \_\_\_\_\_

at \_\_\_\_\_

Purchaser \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Purchaser



**Here are some online payment options that will allow you to pay your invoices/monthly statements electronically with your bank routing information (ACH).**

- ❖ Sign up for our Retailer Portal. You can make payments, browse our brand portfolio, print copies of invoices, check your Accounts Receivable balance, email your sales representative, and place orders. Sign up for the portal via our website at [www.morreydistributing.com](http://www.morreydistributing.com) (for first time users, when on our website hover the retailer portal link and then click Retail Portal Enrollment)
- ❖ Sign up for Fintech, a third-party vendor who specializes in secure business to business beverage/alcoholic beverage payments. Visit them at [go.fintech.com/distributorautopay](http://go.fintech.com/distributorautopay)
- ❖ Sign up for BEES, a platform (app available) that allows you to browse our brand portfolio and place orders, as well as managing past invoices and making payments. Search myBEES USA in the Appstore or visit [www.mybeesapp.com](http://www.mybeesapp.com)