



**MICHAEL SKURNIK WINES
OF
CONNECTICUT**

575 UNDERHILL BLVD, SUITE 216
SYOSSET, NEW YORK 11791
TEL: 516-677-9300
FAX: 516-677-0497

FAX COVER SHEET

To:

Fax#: 1-860-482-4762

From: Regenia P. Stokley

Date: 03/25/10

Pages: 4(including cover)

Dear Sir/Madam,

Per your conversation with Gabriel , we are faxing you the forms to open an account with our company. Thank you for giving MICHAEL SKURNIK WINES, INC. the opportunity to work with you.

We are required to have on file a **copy of your liquor license, a signed resale certificate, and account profile form** (enclosed). Please complete the attached forms and fax or mail them along with a copy of your liquor license to the fax number or address listed above.

Thank you in advance for your cooperation regarding this matter.

Sincerely,

Regenia P. Stokley
Manager of Credit & Collections
Extension 518

Please return as soon as possible!



MICHAEL SKURNIK WINES, INC.

516-677-9300

NYS #WW1391

FAX: 516-677-0497

ACCOUNT PROFILE

DATE : _____ LICENSE (CORP)NAME : _____

(hereafter known as "Buyer")

LICENSE#: _____ EXP DATE: _____ DBA: _____

REQUESTED CREDIT LIMIT \$ _____ ADDRESS: _____

(Please attach copy of License) City, State Zip: _____

FEDERAL ID / RESALE # _____ Business Start Date _____

Email Address _____ DELIVERY INSTRUCTIONS: _____

PHONE: _____ CONTACT NAME & TITLE: _____

FAX: _____ SALESMAN : _____

A/P PHONE _____, A/P FAX: _____, A/P CONTACT _____

PRINCIPALS/PARTNERS:

NAME	SOCIAL SECURITY #	HOME ADDRESS	PHONE #

LIST ADDITIONAL CORPORATIONS OF PARTNERSHIPS: _____

BANK REFERENCES: LIST NAME, ADDRESS, ACCT NUMBER, DATE ACCOUNT OPENED: _____

TRADE REFERENCES: LIST AT LEAST 3 INDUSTRY RELATED REFERENCES , (INCLUDING PHONE & FAX NUMBERS):

HEREAFTER KNOWN AS THE BUYER, IN CONSIDERATION OF OBTAINING PURCHASES ON CREDIT FROM MICHAEL SKURNIK WINES, INC., 575 UNDERHILL BLVD., SYOSSET, N.Y. 11791 (516) 677 9300 HEREINAFTER KNOWN AS THE SELLER, DOES HEREBY AGREE TO THE FOLLOWING: BUYER AGREES TO HONOR ALL TERMS AND CONDITIONS OF MOST CURRENT PRICE LIST, AND ASSUMES ALL RESPONSIBILITY FOR ATTAINMENT OF SAID INFORMATION. BUYER ALSO AGREES TO PAY FOR INTEREST AT _____ % PER MONTH ON ANY INVOICE THAT REMAINS UNPAID FOR MORE THAN _____ DAYS AFTER IT IS DUE, FROM THE DUE DATE, AND FOR ANY AND ALL DELIVERIES UNDER AND PURSUANT TO ITS ACCOUNTS WHETHER ORDERED BY THE CUSTOMER OR BY ANY PERSON REPRESENTING HIMSELF/HERSELF/ITSELF TO BE AN AGENT, EMPLOYEE OR REPRESENTATIVE OF THE CUSTOMER. THE BELOW SIGNED AGREES TO PERSONALLY GUARANTEE ALL INDEBTEDNESS OWED TO MICHAEL SKURNIK WINES, INC. BY THE BUYER. THIS GUARANTEE SHALL BE CONSTRUED AS AN ABSOLUTE AND UNCONDITIONAL GUARANTEE OF PAYMENT, WITHOUT REGARD TO THE VALIDITY, REGULARITY OR ENFORCEABILITY OF ANY OBLIGATION OF BUYER. CREDITOR SHALL HAVE ITS REMEDY UNDER THIS GUARANTEE WITHOUT BEING OBLIGATED TO RESORT FIRST TO ANY SECURITY OR TO ANY OTHER REMEDY OR REMEDIES TO ENFORCE THE PAYMENT OR COLLECTION OF THE SAID LIABILITIES AND MAY PURSUE ALL OR ANY OF ITS REMEDIES AT ONE TIME OR AT DIFFERENT TIMES. IF THIS APPLICATION IS EXECUTED BY A CORPORATION, IT INCLUDES ANY AND ALL SUCCESSOR IN INTEREST OF SAID CORPORATION AND IS BINDING ON SAME AND ALL SUCCESSORS IN INTEREST, NOW AND IN THE FUTURE. IN THE EVENT OF ANY DELINQUENCY OF ANY ACCOUNT, BUYER AGREES TO PAY ALL COLLECTION COSTS, ATTORNEY FEES OF 25% OF THE UNPAID BALANCE DUE, AND COURT COSTS IN THE COLLECTION OF SAID ACCOUNT. BUYER CONSENTS TO THE VENUE AND JURISDICTION OF ANY COURT LOCATED IN NASSAU COUNTY, N.Y. BUYER AGREES THAT IN THE EVENT THE BUYER ISSUES A CHECK WHICH DOES NOT CLEAR THE COLLECTION PROCESS, A \$30.00 FEE SHALL BE ADDED TO THE BUYER'S INDEBTEDNESS.

PRINT NAME OF APPLICANT _____ SIGNATURE _____ DATE _____

MICHAEL SKURNIK WINES

575 UNDERHILL BLVD, SUITE 216 SYOSSET, NEW YORK 11791

TEL. 516 677 9300 WWW.SKURNIKWINES.COM FAX: 516 677 0497

**STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES**



REGULATIONS 1 & 23

Regulation No. 1 RESALE CERTIFICATES

Section 12-426-1

(a) The burden of proving that the sale, lease or rental of tangible personal property pursuant to Regulation 12-426-25 or a sale of a service taxable pursuant to Regulations 12-426 and 12-426-27 is not a sale at retail is upon the seller/lessor unless he takes a certificate from the purchaser that the property or service is purchased for resale.

The certificate shall be taken in good faith from a person engaged in selling or leasing tangible personal property or taxable services, who, at the time of purchase, intends to sell the property or services in the regular course of business or cannot then ascertain whether it will be so sold or not.

The certificate shall be substantially in the form prescribed in subsection (b). It shall in all cases be signed by the purchaser, bear his name and address and indicate the general character of the property or service sold by the purchaser in the regular course of his business. It shall also bear the number of the seller's permit held by the purchaser, but, if he is not required to hold a permit because he sells only property of a kind the sale of which is not taxable, e.g., food products for human consumption, or because he makes no

sales in this state, he should make an appropriate notation to that effect on the certificate in lieu of his seller's permit number.

(b) The form of the resale certificate* is prescribed by the Commissioner of Revenue Services and copies of the same may be made and used by any seller of tangible personal property or services in accordance with this section:

Under "General Description of products to be purchased from the seller" there may appear (1) Either an itemized list of the particular property/service(s) to be purchased or leased for resale or (2) A general description of the kind of property to be purchased for resale. This certificate may be used for the purpose of a single purchase of commodities/services for resale; in such case (1) above applies, or it may be used as a blanket certificate for the purpose of a continuing line of purchases of commodities for resale in the regular course of business; in the latter case (2) above applies, and the certificate should be plainly marked "Blanket Certificate".

(c) The good faith of the seller will be questioned if he has knowledge of facts which give rise to a reasonable inference that the purchaser does not intend to resell the property, as, for example, knowledge that a purchaser of particular merchandise is not engaged in the business of selling that kind of merchandise.

(d) Resale certificates shall be valid only for the period in which the purchaser is a reseller of the items covered in such certificate but should be renewed at least every three years from the date of issue.

(e) The terms "selling" and "purchasing" of tangible personal property or commodities also encompass leases or rentals of tangible personal property or commodities.

(f) Services may only be "sold" or "purchased" and not rented or leased.

* The text of the certificate is reprinted in its entirety on the reverse side.

Regulation No. 23 RECORDS

Section 12-426-23

(a) Each seller and retailer as defined in Chapter 219 of the General Statutes shall keep adequate and complete records of his business in this State showing:

(1) The gross receipts from the sale or lease of tangible personal property or from sale of services, including both taxable and nontaxable items and any services that are part of a sale.

(2) All deductions allowed by law and claimed in filing return.

(3) Total purchase price of all tangible personal property or services purchased or leased for resale or sublease, and the total purchased or leased for use and consumption in this State.

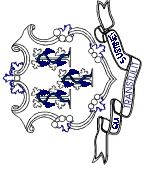
Such records shall include the normal books of account ordinarily maintained by the average prudent business man engaged in the activity in question, together with all bills, receipts, invoices, cash register tapes or other documents of original entry supporting the entries in the books of account as well as all schedules or working papers used in connection with the preparation of tax returns.

Failure to maintain such records will be considered evidence of negligence or intent to evade the tax and will result in the imposition of appropriate penalties.

*(b) In the case of meals under one dollar, the retailer shall maintain such records to prove the actual sales of individual meals costing less than one dollar to support his claim for exemption; otherwise he will have to pay the tax on the gross receipts from all such meals.

(c) All such records shall be maintained for the Department of Revenue Services audits for a period of at least three years unless the destruction or other disposal of the sale is authorized by the Commissioner of Revenue Services, or his authorized representative in writing.

*There is no longer an exemption from sales and Use Tax for meals under \$1.00.



STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES

SALES & USE TAX RESALE CERTIFICATE

Issued to (Seller) _____ Address _____

I certify that Name of Firm (Buyer) _____ is engaged as a registered
() Wholesaler
() Retailer
() Manufacturer
() Lessor
() Other (specify) _____
Street Address or P.O. Box No. _____
City State Zip _____

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product to be resold, leased, or rented in the normal course of our business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

_____	_____	_____	_____
City or state	State Registration or I.D. No.	City or State	State Registration or I.D. No.
_____	_____	_____	_____
City or state	State Registration or I.D. No.	City or State	State Registration or I.D. No.
_____	_____	_____	_____
City or state	State Registration or I.D. No.	City or State	State Registration or I.D. No.

I further certify that if any property so purchased tax free is used or consumed by the firm as to make it subject to a sales or use tax we will pay the tax due direct to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until cancelled by us in writing or revoked by the city or state.

General description of products to be purchased from the seller: _____

I declare under the penalties of false statement that this certificate has been examined by me and to the best of my knowledge and belief is a true, correct and complete certificate.

Authorized Signature _____ Title _____ Date _____
(Owner, Partner or Corporate Officer)