



NEW ACCOUNT FORM

***Please submit a copy of NYS Liquor License and NYS Certificate of Authority**

Licensee Name _____

D.B.A. _____

Street _____ **Serial #** _____

City/State/Zip _____ **Exp. Date** _____

County _____ **Business Phone #** _____

Billing Contact _____ **Billing Phone #** _____

Billing Email _____ **Fed Tax ID#** _____

(To Receive Statements)

Do you own other licensed businesses? _____ **How Many?** _____

Name of one other Business _____

Address _____ **Serial #** _____

Proprietor's Personal Information

Name _____

Address _____

Phone _____

E-mail address _____

Special Delivery Instructions _____

OFFICE USE ONLY

Sales Rep Name _____ **Supervisor** _____

Bus. Type _____ **On/Off Prem.** _____

Day to Sell _____ **Seasonal** _____

Route Freq. _____ **Route Sequence** _____

Closest SESS/Balkan/Try-IT ACCT _____

Acct # _____ **Terms** _____ **Zone Seq.** _____



New York State Department of Taxation and Finance
New York State and Local Sales and Use Tax
Resale Certificate

ST-120
 (1/11)

Name of seller			Name of purchaser		
Street address			Street address		
City	State	ZIP code	City	State	ZIP code

Mark an **X** in the appropriate box: Single-use certificate Blanket certificate
 Temporary vendors must issue a single-use certificate.

To the purchaser:

You may not use this certificate to purchase items or services that are not for resale. If you purchase tangible personal property or services for resale, but use or consume the tangible personal property or services yourself in New York State, you must report and pay the unpaid tax directly to New York State. Any misuse of this certificate will result in tax liabilities and substantial penalty and interest.

Purchaser information – *please type or print*

I am engaged in the business of _____ and principally sell _____
 (Contractors may not use this certificate to purchase materials and supplies.)

Part 1 – To be completed by registered New York State sales tax vendors

I certify that I am:

- a New York State vendor (including a hotel operator or a dues or admissions recipient), show vendor or entertainment vendor. My valid *Certificate of Authority* number is _____
- a New York State temporary vendor. My valid *Certificate of Authority* number is _____ and expires on _____

I am purchasing:

- A.** Tangible personal property (other than motor fuel or diesel motor fuel)
- for resale in its present form or for resale as a physical component part of tangible personal property;
 - for use in performing taxable services where the property will become a physical component part of the property upon which the services will be performed, or the property will actually be transferred to the purchaser of the taxable service in conjunction with the performance of the service; or
- B.** A service for resale, including the servicing of tangible personal property held for sale.

Part 2 – To be completed by non-New York State purchasers

I certify that I am not registered nor am I required to be registered as a New York State sales tax vendor. I am registered to collect sales tax or value added tax (VAT) in the following state/jurisdiction _____ and have been issued the following registration number _____ (If sales tax or VAT registration is not required and a registration number is not issued by your home jurisdiction, indicate the location of your business and write **not applicable** on the line requesting the registration number.)

I am purchasing:

- C.** Tangible personal property (other than motor fuel or diesel motor fuel) for resale, and it is being delivered directly by the seller to my customer or to an unaffiliated fulfillment services provider in New York State.
- D.** Tangible personal property for resale that will be resold from a business located outside New York State.

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

Type or print name and title of owner, partner, or authorized person of purchaser	
Signature of owner, partner, or authorized person of purchaser	Date prepared

Substantial penalties will result from misuse of this certificate.

Instructions

Form ST-120, *Resale Certificate*, is a sales tax exemption certificate. **This certificate is only for use by a purchaser who:**

- A** – is registered as a New York State sales tax vendor and has a valid *Certificate of Authority* issued by the Tax Department and is making purchases of tangible personal property (other than motor fuel or diesel motor fuel) or services that will be resold or transferred to the purchaser's customers, **or**
- B** – is not required to be registered with the New York State Tax Department;
 - is registered with another state, the District of Columbia, a province of Canada, or other country, or is located in a state, province, or country which does not require sellers to register for sales tax or VAT purposes; and
 - is purchasing items for resale that will be either:
 - 1) delivered by the seller to the purchaser's customer or to an unaffiliated fulfillment service provider located in New York State, or
 - 2) delivered to the purchaser in New York State, but resold from a business located outside the state.

Note: For purposes of 1) above, delivery by the seller includes delivery in the seller's own vehicle or by common carrier, regardless of who arranges for the transportation.

Non-New York State purchasers: registration requirements

If, among other things, a purchaser has any place of business or salespeople in New York State, or owns or leases tangible personal property in the State, the purchaser is required to be registered for New York State sales tax.

A business must register (unless the business can rebut the statutory presumption as described in TSB-M-08(3.1)S, *Additional Information on How Sellers May Rebut the New Presumption Applicable to the Definition of Sales Tax Vendor as Described in TSB-M-08(3)S*) for New York State sales tax if the business enters into agreements with residents of New York State under which the residents receive consideration for referring potential customers to the business by links on a Web site or otherwise, and the value of the sales in New York State made by the business through those agreements totals more than \$10,000 in the preceding four sales tax quarters. See TSB-M-08(3)S, *New Presumption Applicable to Definition of Sales Tax Vendor*, and TSB-M-08(3.1)S.

Also see TSB-M-09(3)S, *Definition of a Sales Tax Vendor is Expanded to Include Out-of-State Sellers with Related Businesses in New York State*, for information on sales tax registration requirements for out-of-state businesses with New York affiliates.

A purchaser who is not otherwise required to be registered for New York State sales tax may purchase fulfillment services from an **unaffiliated** New York fulfillment service provider and have its tangible personal property located on the premises of the provider without being required to be registered for sales tax in New York State.

If you need help determining if you are required to register because you engage in activity in New York State, contact the department (see *Need help?*).

If you meet the registration requirements and engage in business activities in New York State without possessing a valid *Certificate of Authority*, you will be subject to penalty of up to \$500 for the first day on which you make a sale or purchase, and up to \$200 for each additional day, up to a maximum of \$10,000.

Limitations on use

Contractors cannot use this certificate. They must either:

- issue Form ST-120.1, *Contractor Exempt Purchase Certificate*, if the tangible personal property being purchased qualifies for exemption as specified by the certificate, or
- issue Form AU-297, *Direct Payment Permit*, or
- pay sales tax at the time of purchase.

Contractors are entitled to a refund or credit of sales tax paid on materials used in repairing, servicing or maintaining real property, if the materials are transferred to the purchaser of the taxable service in conjunction with the performance of the service. For additional information, see Publication 862, *Sales and Use Tax Classifications of Capital Improvements and Repairs to Real Property*.

To the Purchaser

Enter all the information requested on the front of this form.

You may mark an **X** in the *Blanket certificate* box to cover all purchases of the same general type of property or service purchased for resale. If you do not mark an **X** in the *Blanket certificate* box, the certificate will be deemed a *Single-use certificate*. Temporary vendors may not issue a blanket certificate. A *temporary vendor* is a vendor (other than a show or entertainment vendor), who, in no more than two consecutive quarters in any 12-month period, makes sales of tangible personal property or services that are subject to tax.

This certificate does not exempt prepaid sales tax on cigarettes. This certificate may not be used to purchase motor fuel or diesel motor fuel.

Misuse of this certificate

Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:

- A penalty equal to 100% of the tax due;
- A \$50 penalty for each fraudulent exemption certificate issued;
- Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
- Revocation of your *Certificate of Authority*, if you are required to be registered as a vendor. See TSB-M-09(17)S, *Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability*, for more information.

To the Seller

If you are a New York State registered vendor and accept an exemption document, you will be protected from liability for the tax, if the certificate is valid.

The certificate will be considered valid if it was:

- accepted in good faith;
- in the vendor's possession within 90 days of the transaction; and
- properly completed (all required entries were made).


A certificate is accepted in good faith when a seller has no knowledge that the exemption certificate is false or is fraudulently given, and reasonable ordinary due care is exercised in the acceptance of the certificate.


You must get a properly completed exemption certificate from your customer no later than 90 days after the delivery of the property or the performance of the service. When you receive a certificate after the 90 days, both you and the purchaser are subject to the burden of proving that the sale was exempt, and additional documentation may be required. An exemption certificate received on time that is not properly completed will be considered satisfactory if the deficiency is corrected within a reasonable period. You must also maintain a method of associating an invoice (or other source document) for an exempt sale made to a customer with the exemption certificate you have on file from that customer.


Invalid exemption certificates – Sales transactions which are not supported by valid exemption certificates are deemed to be taxable retail sales. The burden of proof that the tax was not required to be collected is upon the seller.

Retention of exemption certificates - You must keep this certificate for at least three years after the due date of the return to which it relates, or the date the return was filed, if later.

Need help?

 **Internet access: www.tax.ny.gov**
(for information, forms, and publications)

 **Sales Tax Information Center:** (518) 485-2889
To order forms and publications: (518) 457-5431

 **Text Telephone (TTY) Hotline**
(for persons with hearing and speech disabilities using a TTY): (518) 485-5082



PERSONAL GUARANTEE

For and in consideration of the extension of credit by Try-It Distributing Co., Inc. and/ or Balkan Beverage LLC, and Saratoga Eagle Sales and Service Inc., New York Corporations, principal shareholders and owner, the undersigned personally, jointly and severably do guarantee any and all credits, bills, or obligations from

* _____
(license name)

* _____
(D.B.A. name)

to Try-It Distributing Co., Inc. and/or Balkan Beverage LLC, and/or Saratoga Eagles Sales and Service Inc., of whatever kind, character, or amount, and authorize the collection in the State of New York.

The undersigned further agrees to pay the cost of collection under this Guarantee, including agency fees, court costs, interest of 1.5% per month (for Try-It Distributing Co., and/or Balkan Beverage LLC) interest of 2.0% per month (for Saratoga Eagle Sales & Service Inc., and reasonable attorney's fees.

The undersigned has signed this Guarantee on * _____ (date).

This warranty and guarantee shall be effective without first requiring you to proceed against any other party, and we hereby waive notice of acceptance, default and non-payment and consent to waiver, extension of modification of credit terms, surrender of collateral, if any, renewal, release of parties to the obligations and any other act of omission for recovery of the sum due. This shall be an open and continuing guarantee and shall continue tin full force and effect notwithstanding any change in the amount of the indebtedness from time to time or renewals or extensions granted by you without obtaining any consent thereto. Our obligations shall not be affected by any change which may arise by reason of the death of any of the undersigned, and shall be binding upon our executors, distributes, successors, or assigns.

* _____
Signature (Do not include title)

* _____
Signature (Do not include title)

* _____
Print Name

* _____
Print Name

* _____
Date

* _____
Date

****SIGNATURE ON THIS FORM IS CONSIDERED CONSENT TO INCLUDE BALKAN BEVERAGE LLC AND/OR TRY –IT DISTRIBUTING CO., INC UNDER ANY AND ALL GUARANTEES AND WARRANTIES CURRENTLY ON FILE WITH SARATOGA EAGLE SALES AND SERVICE INC.; OR TO INCLUDE SARATOGA EAGLE SALES AND SERVICE INC. UNDER ANY AND ALL GUARANTEES AND WARRANTIES CURRENTLY ON FILE WITH BALKAN BEVERAGE LLC AND/OR TRY-IT DISTRIBUTING CO., INC.**

FASCIMILE COPIES OF THIS GUARANTEE WILL BE ACCEPTED AND CONSIDERED BINDING.



DIRECT WITHDRAWAL AUTHORIZATION FORM

Please Include a voided business check or a photo of the front of business credit card for verification purposes. A 3% surcharge fee is applied to any credit card payment options per the NYSLA guidelines.

DBA Name: _____

Licensee Name: _____

Customer Account Number: _____ Phone #: _____

Email Address: (To receive payment receipts) _____

Bank Name / Credit Card Company: _____

Bank Account Name / Credit Card Business Name: _____

Bank Account # / Credit Card Number: _____

Bank Routing # / CVV Code: _____ Credit Card Zip Code _____

OPTION 1 | Recurring Billing or Phone Payment

Choose One:

- Withdrawal payment over the phone when I call
- Withdrawal payment for every delivery
- Withdrawal payment for balance of account every statement due
- Other – please specify: _____

OPTION 2 | Online Payment through Retail Portal - I will schedule my own electronic payments at my convenience.

By signing below, you certify that you are making payments through the Retail Portal with a business bank account and/or business credit card that complies with all NYSLA guidelines. Signature also certifies you will supply Saratoga Eagle, and/or Try-It Dist., and/or Balkan Beverage with a voided check for verification purposes as well as make SESS aware of any change in banking information.

Authorized Signature For Option 2 _____

OPTION 3 | Electronic Invoicing through FINTECH (fees may apply)

By signing below, you certify that you are an authorized representative of the company listed above and that you give permission to Saratoga Eagle Sales & Service, Try It Distributing Co. INC., and/or Balkan Beverage LLC to withdraw funds from the specified bank account to be applied to your invoice balance as directed herein. Signature also certifies that sufficient funds will always be available in the corresponding account, or any fees associated with an overdraft will be billed back to the business aforementioned.

AUTHORIZED BY:

Print Name _____

Signature _____ Date _____



CREDIT APPLICATION

Licensee Name _____ Serial # _____

Tax ID # _____

Name of Business _____

Owner's Name _____

Owner's Home Address _____

Owner's Phone _____

Business property is: _____ owned _____ rented

TRADE REFERENCES: Name, address, phone #

Beer/Liquor Suppliers _____

Equipment Suppliers _____

Grocery Suppliers _____

Have you every declared bankruptcy? _____ If so, please provide the name under which you filed, the date of filing and the Chapter (7, 11 or 13) of the US Bankruptcy Code that you filed under. _____

Do you carry insurance on the following:

_____ Merchandise _____ Vandalism

_____ Fixtures _____ Theft

Name and address of insurance agency: _____



CREDIT APPLICATION

Have you ever been in the liquor, wine or beer business in any capacity in the past?

_____ **Yes**

_____ **No**

If yes, please state under what name you operated and when and where such business was located. _____

STATEMENT: In consideration of credit being extended by Saratoga Eagle Sales & Service, Try-It Distributing Co., INC, and/or Balkan Beverage LLC, to me/us/it, I and/or we certify the truthfulness and veracity of the statement appearing above, and I and/or we guarantee and bind ourselves to the faithful payment of all amounts purchased or now owing by us or either of us or any other person, firm or corporation for our benefit. If credit is extended to a corporation in which we, or either of us, or I am an officer, or in which an interest exists, I and/or we will personally faithfully guarantee the payment of all credit extended to said corporation.

STATEMENT: In the event that this account is placed for collection, I and/or we hereby agree and promise to pay all costs of collection, including reasonable attorneys' fees.

STATEMENT: Purchases and/or deliveries are herewith authorized to be made without signature.

STATEMENT: If any amounts are not paid within 30 days, the amount is past due and in default and a late charge will be assessed in the amount of 2% per month (24% APR) on the average daily balance until full payment is made.

Dated: _____

Signature of Owner