



OneVine - Credit Application & Agreement

Please note this application must be filled out IN ENTIRETY to receive 30 day payment terms per CA ABC Act. Incomplete applications will delay payment terms being granted and result in COD orders only.

Company's Legal Name: _____

Shipping Address: ☐ If Same As Billing Address

DBA (if different): _____

Address: _____

City: _____ State: _____ Zip: _____

City: _____ State: _____ Zip: _____

Phone: _____

Fax: _____

Federal Tax ID or Social Security #: _____

Date Business Established: _____

ABC License No: _____ Exp. Date: _____

Resale Permit Number: _____

Attach Sales Tax Resale Certificate as required by CA BOE.

Federal Alcohol Permit No. (if applicable): _____

Exp. Date (if applicable): _____

☐ CORPORATION ☐ PARTNERSHIP ☐ LLC ☐ SOLE PROPRIETORSHIP

State of Incorporation or Partnership: _____

Names, titles and addresses (required) of your chief corporate officers or partners:

Name: _____ Title: _____ Home Address: _____

Name: _____ Title: _____ Home Address: _____

Name: _____ Title: _____ Home Address: _____

Wine Buyer / Sales Contact or GM - name, phone, email

Length of Employment
at this Business:

Name: _____ Phone: _____ Email: _____

Bookkeeper / Accounts Payable Contact:

Name: _____ Phone: _____ Email: _____

Are you sales tax exempt?

☐ Yes ☐ No

Have you ever had credit with us before? ☐ Yes ☐ No

Purchase order required?

☐ Yes ☐ No

If yes, under what name? _____

Please continue on page 2.

TRADE REFERENCE (Min. 1 reference, not an alcohol company) - please attach additional information -if necessary

Name: _____

Address: _____

Phone: _____ Fax: _____

BANK REFERENCES

Name of Bank: _____ Account #: _____

Phone: _____

Contact Person: _____

Address: _____

PLEASE NOTE: The Federal Equal Credit Opportunity Act prohibits credit grantors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this credit grantor is the Federal Trade Commission.



Terms & Conditions

The applicant ("Buyer") named on the reverse side of this Credit Application & Agreement ("Application"), in consideration of obtaining purchases on credit from One Vine Wines 12934 Francine Terrace Poway, CA 92064 and its subsidiaries, affiliates and divisions (collectively "Seller"), does hereby agree to the following: All purchases made by the Buyer, and any person representing himself to be an employee, agent or representative of the Buyer, from Seller shall be subject to the credit terms and conditions of the Seller as established and amended from time to time by Seller, including the terms and conditions set forth herein. The Buyer represents and warrants that the information furnished herein is true, correct and complete. All credit extensions shall be made at the sole discretion of the Seller and may be denied, altered or terminated by the Seller at any time without cause. The Buyer represents and warrants that any credit advanced hereunder shall be for commercial purposes only and is not a consumer, personal, family or household credit transaction. In the event of any change in the ownership of the Buyer or the Buyer's business, the Buyer shall be jointly and severally liable with its successors for all sales to such successors that originate and are charged to the Buyer's account before the Seller receives notice by registered or certified mail of such change in ownership. The Seller reserves the right to require any such successors to submit a new credit application prior to any extension of credit to such successors. The Seller shall have the right to terminate this Application in its sole and absolute discretion from time to time, and to declare all amounts owed hereunder immediately due and payable. The terms and conditions contained herein take precedence over any and all other terms or conditions contained in any customer purchase order, invoice or other document, and no alterations to this Application shall be honored, verbal or otherwise, unless specified in writing signed by the Seller. A signed facsimile copy of this Application shall have the same cause and effect as the original.

The Buyer agrees to pay all amounts due to the Seller in full in accordance with the terms stated on each invoice. All invoices are due thirty (30) days from the date thereof. In compliance with section 25509 of California's Alcoholic Beverages Control Act (the "Act"), any amount not paid when due will be assessed a finance charge, which shall be added to the sum due. The charge shall be 1 percent of the Buyer's unpaid balance on the expiration of the 42nd day from the date of any unpaid invoice, and an additional 1 percent will be added for each 30 days thereafter. In compliance with the Act, if Buyer's unpaid invoices on account or delinquent balances exceed 30 days, Buyer must pay C.O.D. for any deliveries until the account has been brought current. Buyer agrees that in the event the Buyer issues a check that does not clear the collection process, is returned or dishonored, a \$35.00 service charge for each such check shall be added to the Buyer's account with Seller. An order with a minimum of \$350 may be entitled to delivery free of charge. Orders less than the minimum order will be charged a \$15 shipping fee. A \$10 charge will be applied to broken case orders. Placing, receiving, and signing for an order by or on behalf of Buyer shall be deemed an acceptance of the terms and conditions of this Application.

The Seller does not waive any additional remedies available under applicable law, including among other things, for any check returned by the Buyer's bank due to insufficient funds. If any provision or provisions hereof are declared to be void, such provision or provisions shall be deemed and hereby are severed from this document that shall otherwise remain in full force and effect. The Buyer further agrees that all costs, expenses and fees (including but not limited to attorneys' fees) incurred by Seller in attempting to collect past due amounts owed by Buyer shall be added to such past due amount, and shall be paid promptly by Buyer to Seller. Buyer agrees that no consequential, incidental, liquidated or special damages shall be recoverable from Seller for delivery, non-delivery, sale or use of goods regardless of whether arising out of contract, warranty, negligence, strict liability, or tort; and the Buyer's right, now existing or arising at any time in the future, to recover such damages is hereby waived, released and discharged. The Buyer agrees that this Application shall be governed by the laws of the state of California, and the venue of any action to enforce this Application will be in any court located in San Diego, CA or municipal court at the choice of Seller.

Buyer hereby authorizes all applicable trade references, banks and credit reporting agencies to disclose to Seller and their affiliated partners any and all information concerning the financial and credit history of Buyer from time to time in connection with this Application.

The undersigned each represent to Seller that the undersigned has authority to bind the Buyer and is authorized by the Buyer to enter into this Application.

SIGNATURE(S) ON BEHALF OF BUYER:

By: _____	Date: _____	By: _____	Date: _____
Signature		Signature	
_____	_____	_____	_____
Printed Name	Title	Printed Name	Title
Guarantee			

To induce Seller to provide credit and conduct business with the Buyer, the undersigned unconditionally and irrevocably guarantees to the Seller the full payment when due of all obligations now or hereafter owed or owing by the Buyer to the Seller in connection with this Application, and hereby agrees to the Terms & Conditions of the Application as aforementioned. This guarantee shall remain in full force and effect regardless of any change in the form or evidence of any of the Buyer's obligations, or any taking, release or modification of any security interests. This guarantee may be terminated by the undersigned only as to obligations originating more than five (5) business days after receipt by the Seller of notice of termination given by registered or certified mail. The undersigned hereby waives presentment, demand, protest, notice of protest, dishonor, diligence, notice of default or nonpayment, notice of acceptance of this guaranty, notice of the extending of any guaranteed indebtedness already or hereafter contracted for by the Buyer, notice of any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed and to all renewals or extensions of such indebtedness. The undersigned further waives any right to require Seller to proceed against, or make any effort at collection of the guaranteed indebtedness from, the Buyer or any other party liable for such indebtedness. The undersigned agrees to pay all costs, expenses and fees (including but not limited to attorneys' fees) incurred by the Seller in enforcement of this guarantee and to the law and venue provisions set forth in the foregoing Application.

Further, the undersigned hereby consents to Seller's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal, proprietor and/or guarantor in connection with the extension or continuation of the business credit as contemplated by this Application. The undersigned hereby authorizes Seller to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by the Application and as an individual hereby knowingly consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C @ 1681 et seq.

SIGNATURE:

By: _____	Date: _____
Signature	

Printed Name	

California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____

2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from _____ of the item(s) I have
listed in paragraph 5 below. [Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE



PRINTED NAME OF PERSON SIGNING

TITLE

ADDRESS OF PURCHASER

TELEPHONE NUMBER

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DATE