



Application and Agreement For Open Account

Go online and download the PDF at: <http://www.vinitywinecompany.com/wp-content/uploads/2018/03/Credit-Application.pdf>

Please specify delivery window (4 hour minimum) & days of delivery _____

Firm Name _____ DBA _____

Billing Address _____

City _____ State _____ Zip Code _____

Shipping Address _____

City _____ State _____ Zip Code _____

Tel/Fax# _____ Email _____ Soc. Sec#/Fed. Tax ID# _____

Please check one:

Corporation Partnership Sole Proprietor LLC Date _____ Business Started _____

President/Owner _____ Controller _____

ABC# _____ Resale# _____

Accounts Payable Contact _____ AP Email _____

Name of Bank _____ Branch _____

Address _____ Tel _____ Account# _____

Trade References:

1. _____ Phone _____ Email _____

2. _____ Phone _____ Email _____

3. _____ Phone _____ Email _____

Personal Guarantee *(by an Officer only)*

The undersigned, [print name] _____, of the applicant corporation/company hereby agrees to the above terms and conditions and assumes personal responsibility for payment of said corporation's/-company's account. It is understood that credit would not be extended to said corporation/company without this assumption of liability.

SIGNATURE _____

PRINT NAME _____

Applicant's Authorization and Agreement

In support of this application, Vinity Wine Company Inc. is hereby authorized to obtain credit and/or financial information from my/our bank(s), other financial institutions or commercial firms with whom I/we have done business. It is understood that any such credit and/or financial information will be held in strict confidence and used only in consideration of this application.

Upon approval of this application, it is agreed that each invoice will be paid in full upon receipt or in accordance with the terms of sale as stated on the invoice(s). Should I/we not pay Vinity Wine Company Inc. according to term, it is understood that credit privileges may be withdrawn. Should Vinity Wine Company Inc. find it necessary to obtain assistance in collecting any past due balance, I/we agree to pay interest at the rate of 1 ½% per month (or such other rate allowable by State law), reasonable attorney fees, collection fees and/or court costs allowable by law. At Vinity Wine Company Inc. option, jurisdiction and venue of any suit brought to collect this account shall be had in Alameda, California. A copy of this statement and application has been received.

SIGNATURE _____ PRINT NAME _____

(must be signed by an officer or principal of the firm)

TITLE _____ Date _____

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 person misusing a resale certificate 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 who evades 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

DATE

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