

The Wine Cellarage Storage Contract

Agreement dated _____, 20____, between Vindemia Inc, doing business as The Wine Cellarage, located at 890 Garrison Avenue, Bronx, NY 10474 (the "Company") and _____, with an address at _____, (the "Customer").

1. **Fees.** The fees for pickup, receiving, storage and delivery are described in the Fee Schedule attached to this contract. The Fee Schedule is subject to change upon thirty (30) days advance written notice.

The basic Storage Fee is per one case or package of wine, containing up to twelve (12) 750-ml. bottles or equivalent volume ("Case"), per one calendar month of storage. Cases of wine entering the facility on a day on or before the fifteenth day of the month shall have one month's storage charge applied to them. Cases of wine exiting the facility on or before the fifteenth day of the month shall have one half month's storage charge applied to them. The Storage Fees described in the two previous sentences will not apply when a customer requests a case to be opened and have individual bottles retrieved.

Fees are invoiced in arrears at the end of every two-month period and are payable within 15 days of the first day of the month following the date of the invoice. Unpaid fees will accrue interest at the rate of 1% per month. In the event that a customer is removing all of their wine from the facility then all unpaid fees are payable prior to final removal of wine.

2. **Pickup and Delivery Requirements.** Every case of wine that a customer requires to be picked up must be properly packed for storage and have the customer's name clearly printed on it. With regard to mixed cases, Customer shall advise the Company of whether customer has elected to have the Company institute "Bottle Level Control" over customer's case(s).

(a) If customer elects to have the Company institute Bottle Level Control over customer's case(s), the Company shall inventory all wine upon arrival at the Company's facility and provide the customer with an inventory report within ten (10) business days of such arrival. The Company's written inventory report shall be deemed conclusive for all purposes relating to this agreement and with respect to the Company's obligations hereunder, unless Customer shall deliver written notice to the Company within ten (10) business days of the delivery of the Company's inventory report, setting forth, in detail, any discrepancies with the Company's inventory report that Customer reasonably deems to exist. The Company and Customer shall act expeditiously and in good faith to resolve any such discrepancies.

(b) If customer does not elect to have the Company institute Bottle Level Control, the Company will not open customer's case(s), will not inventory the contents of the case(s) and will have no responsibility for or liability with regard to the specific contents of the case(s). Upon the Company's receipt of customer's request for the Company to open a mixed case for the purpose of retrieving individual bottles, the case(s) will be inventoried and will thereafter be deemed to be a case for which customer has elected the Bottle Level Control option.

Deliveries or pick-ups from the Company's facility will only be made upon the specific request of the Customer or the Customer's designated agents.

- 3. Responsibility for Damage or Loss.** The responsibility of the Company for any loss or damage to the Customer's wine while in the possession of the Company shall be limited to damage caused by the Company's negligence. The Company will not be liable for any damage caused to the Customer's wine by flooding, fire, vibration, sprinkler leakage, Force Majeure, insect or rodent infestation, inadequate packing, temperature or humidity changes, latent defects in Customer's bottles or from any cause beyond the reasonable control of the Company. NEITHER THE COMPANY NOR ANY WAREHOUSEMAN AT THE FACILITY IS AN INSURER OF THE GOODS STORED WITH IT. Any liability of the Company or any warehouseman for loss or damage is limited to the occurrences set forth above, and in any event is limited as set forth in Section 5.
- 4. Termination.** Customer may terminate this Agreement at any time, upon payment of all outstanding fees to the Company. The Company may terminate this Agreement on ten (10) days' prior written notice to Customer and Customer shall thereafter notify the Company of the location Customer's wine is to be delivered to. If no instructions are given to the Company regarding the delivery of Customer's wine, it will be delivered to Customer at the address first listed above.
- 5. Shipping Policy.** The Customer hereby agrees that by directing the Company to make a shipment of wine, the Customer is authorizing the Company to act on their behalf to engage a common carrier to deliver their wine. The Customer shall have the right to select the common carrier to make such shipments. Wines may only be delivered to persons who are at least 21 years old. All wine shipments require an adult signature at the time of delivery and any person receiving such delivery shall make his/her legal I.D. available to the designated carrier. The Company does not make any representation concerning the legal rights of anyone to ship or import wine into any state. By arranging for transportation of the wine, the Company is providing a service to, and acting on behalf of the Customer. By utilizing this service from the Company, the Customer is representing that he/she is acting in full compliance with any and all applicable State and Local laws regarding the purchase, transportation and delivery of wine. The Customer represents that he/she has obtained any required permission, paid any required fees, is working through properly licensed intermediaries where required, is legally entitled to take possession of wine and is legally entitled to ship said wine. The Customer hereby agrees to defend, indemnify and hold the Company harmless from and against any and all claims, causes of action, losses, costs, expenses, damages or liabilities, State and/or local administrative violations or penalties arising from such shipment of wine, including reasonable attorney's fees which the Company sustains by reason of any wine shipments made on the Customer's behalf.
- 6. Limitation of Damages and Claims.** THE CUSTOMER ACKNOWLEDGES AND AGREES THAT DAMAGES ARE LIMITED TO TEN (\$10.00) DOLLARS FOR EACH CASE LOST OR DAMAGED. The Customer further acknowledges and agrees that he or she will first look to his or her own policies of insurance for such compensation. Customer is aware that any policy of insurance maintained by Customer, whether a homeowner's policy or otherwise, may contain limits on coverage (or no coverage) for property stored outside of Customer's home. Customer will review Customer's policies of insurance and will determine in Customer's sole discretion the amounts and types of coverage that Customer will maintain in connection herewith. Customer hereby waives any right of subrogation against the Company, its agents and employees for any loss or damage to the stored goods, and to notify its carrier of such waiver. No action may be maintained by the Customer against the Company for loss or damage to the goods covered hereunder unless commenced within twelve (12) months after the date of delivery by the Company.

7. **Warehouseman's Lien.** The Company reserves the right to claim a lien against all wine stored by the Customer with Company in the event that the Customer's Storage Fees remain unpaid for a period of 120 days after notice thereof. The Company may sell any wines for which storage or other charges remain outstanding after such 120-day period. The proceeds of such a sale shall first be applied to any indebtedness owing to the Company, and to any costs and expenses incurred with respect to the sale of any of the Customer's wine, and any efforts to collect such indebtedness. Any excess shall be remitted to the customer. The customer waives all requirements of notice, advertisement and disposition of proceeds required by law with the regard to and in furtherance of the warehouseman's lien.
8. **Further Services.** This Contract shall apply to all further services rendered by the Company in addition to the storage of wine, including, but not limited to, pick up and/or delivery of the wine, handling or inventory control. Customer shall not store anything at the Company's facility other than wine or other bottled beverages.
9. **Miscellaneous.** This Contract represents the entire and only contract between the parties herein and overrides all prior negotiations, representations or Contracts, either written or oral. The laws of the State of New York shall govern this contract.

The Company:

Print Name: _____

Signature: _____

The Customer:

Print Name: _____

Signature: _____

Email address: _____

Phone: _____

Fee Schedule

General Storage Fees:

Minimum monthly charge of \$20

- 1 to 50 cases \$2.25 per month
- 51 to 99 cases \$2.15 per month
- 100 to 149 cases \$2.00 per month
- 150 + cases \$1.80 per month

Pickup Fees:

Manhattan

- Free pickup from our wine retail partners (One case minimum)
- One to three cases home pick up: \$18.00. \$6.00 per additional case

Westchester

- Free pickup from our wine retail partners (One case minimum)
- Home pickup \$9 per case. 10 case minimum.

Delivery Fees:

Manhattan

- Up to three cases: \$18.00 per delivery. \$6.00 per additional case.

Westchester

- Home delivery \$9 per case. 10 case minimum.

Inventory and Handling Fees:

- Every Whole Case Entering/Leaving the cellar: \$2.50
- Every Mixed or Partial Case Entering/Leaving the cellar without Bottle Level Control: \$2.50
- Every Mixed or Partial Case Entering/Leaving the cellar with Bottle Level Control: \$7.50
- Every Bottle(s) withdrawn from the case: \$2.50

Packing Fees:

- Charged at \$60 per labor hour.

Box Fees:

- \$10 per box