

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. Insurance Coverage for Storage/Warehouse Claims.** The Company shall maintain a policy of insurance with a carrier of its selection which provides coverage to its Customers while their wine is stored with the Company. The deductible for Storage/Warehouse Claims shall be five hundred dollars (\$500.00) per occurrence and the Customer shall be responsible for this deductible. Such coverage is available to Customers at a rate of one half percent (½ %) of the stated value of the wine stored per year. The Company shall provide the Customer with a copy of the policy of insurance that shall from time to time be in effect. As prescribed by the policy of insurance, coverage for goods in storage shall be limited to the ACV as determined by a qualified wine appraiser or published market price. The Company will not be liable for any damage caused by Acts of God, seizure or other acts of civil or military authority, insurrections, riot, strike, or enemies of the government or from any other cause beyond the reasonable control of the Company. Additional coverage shall be available upon request for an additional charge. Coverage shall commence on the date that the insurance

premium is received by the Company. The cost for coverage commenced at any time after January 1 shall be pro-rated. Payment of insurance premiums by the Customer shall be deemed an acceptance by the Customer of the terms and conditions of the policy of insurance referenced herein. The foregoing insurance coverage shall be automatically renewed upon the anniversary date that such coverage commenced unless the Company receives advance written notice from the Customer thirty (30) days prior to the anniversary date indicating that the Customer does not wish to renew the coverage. Upon renewal of the coverage the Customer shall also be responsible for providing the Company and the insurance company with a new stated value of the wine stored per year based on any additions to the Customer's collection and/or fluctuations in market value.

- 7. Insurance Coverage for Goods in Transit.** The Company shall maintain a policy of insurance with a carrier of their selection which provides coverage to its Customers while their wine is transported by the Company to the Customer, transported by the Company to a third party selected by the Customer or transported to the Company under the Company's Bill of Lading. The aforementioned policy of insurance shall not pertain to shipments of the Customer's wine not arranged by the Company. Such coverage is available to the Customer at a rate of one quarter percent ($\frac{1}{4}$ %) of the stated value of all the wine held in storage. The deductible for transit specific claims as provided for in the policy of insurance shall be: \$1,000.00 per occurrence air/truck/rail deductible and \$100.00 deductible per small package (domestic)/deductible per small package (foreign) per occurrence. The Customer shall be responsible for the aforementioned transit specific deductibles. Additional coverage shall be available upon request for an additional charge. The Company shall provide the Customer with a copy of the policy of insurance in effect from time to time. As prescribed by the policy of insurance, coverage for goods in transit shall be limited to the invoice plus freight or if no invoice at ACV as determined by a qualified wine appraiser or published market price. The Company will not be liable for any damage caused by acts of God, seizure or other acts of civil or military authority, insurrection, riot, strike, or enemies of the government; loss or damage resulting from inadequate packaging or wear and tear, deterioration or from any other cause beyond the reasonable control of the Company. The cost for coverage commenced at any time after January 1 shall be pro-rated. Payment of insurance premiums by the Customer shall be deemed an acceptance by the Customer of the terms and conditions of the policy of insurance referenced herein. The foregoing insurance coverage shall be automatically renewed upon the anniversary date that such coverage commenced unless the Company receives advance written notice from the Customer thirty (30) days prior to the anniversary date indicating that the Customer does not wish to renew the coverage.
- 8. 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.
- 9. 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.

10. 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