

ADOBE CREEK WINE AND STORAGE, LLC
Storage Contract Terms & Conditions

This agreement is made as of this _____ day of _____, 20____, by and between Adobe Creek Wine and Storage, LLC (hereinafter referred to as “WAREHOUSEMAN”) and _____ (hereinafter referred to as “STORER”) for the storage of goods of STORER in a warehouse of the WAREHOUSEMAN. It is hereby mutually agreed by the parties that such storage shall be subject to the charges set forth herein and per attached “Schedule of Rates” as amended from time to time, and the following terms and conditions:

ACCEPTANCE – Section 1

- (a) This contract and rate quotation including accessorial charges endorsed on or attached hereto must be accepted within 30 days from the proposal date by signature of STORER. In the absence of written acceptance, the act of tendering goods described herein for storage or other services by WAREHOUSEMAN within 30 days from proposal date shall constitute such acceptance by STORER.
- (b) In the event that goods tendered for storage or other services do not conform to the description contained herein, or conforming goods are tendered after 30 days from the proposal date without prior written acceptance by STORER as provided in paragraph (a) of this section, WAREHOUSEMAN may refuse to accept such goods. If warehouse accepts such goods, STORER agrees to rates and charges as may be assigned and invoiced by WAREHOUSEMAN and to all terms of this contract.
- (c) This contract may be canceled by either party upon 30 days written notice and is canceled if no storage or other service is performed under this contract for a period of 180 days.

SHIPPING – Section 2

Storer agrees not to ship goods to WAREHOUSEMAN as the named consignee. If, in violation of this agreement, goods are shipped to the WAREHOUSEMAN as the named consignee, STORER agrees to notify carrier in writing prior to such shipment, with copy of such notice to WAREHOUSEMAN named as consignee is a warehouseman and has no beneficial title or interest in such property and STORER further agrees to indemnify and hold harmless WAREHOUSEMAN from any and all claims for unpaid transportation charges, including undercharges, demurrage, detention or charges of any nature, in connection with goods so shipped. STORER further agrees that, if it fails to notify carrier as required by the preceding sentence, WAREHOUSEMAN shall have the right to refuse such goods and shall not be liable or responsible for any loss, injury or damage of any nature to, or related to, such goods.

TENDER FOR STORAGE – Section 3

All goods for storage shall be delivered at the warehouse properly marked and packaged for handling. The STORER shall furnish at or prior to such delivery, a manifest showing marks, brands, or sizes to be kept and accounted for separately, and the class of storage and other services desired.

STORAGE PERIOD AND CHARGES – Section 4

- (a) All charges for storage are per package or other agreed unit per month.
- (b) Storage charges become applicable upon the date that WAREHOUSEMAN accepts care, custody and control of goods, regardless of unloading date or date of issue of WAREHOUSEMAN receipt.
- (c) A full month's storage charge will apply on all goods received from the 1st and the 15th inclusive, of a calendar month. One-half month's storage charge will apply on all goods received between the 16th and the last day, inclusive, of a calendar month, and a full month's storage charge will apply to all goods in storage on the first day of the next and succeeding calendar months. All storage charges are due and payable on the first day of storage for the initial month and thereafter on the first day of the calendar month.

TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOODS – Section 5

- (a) Instructions to transfer goods on the books of the WAREHOUSEMAN are not effective until delivered to and accepted by WAREHOUSEMAN, and all charges up to the time transfer is made are chargeable to the STORER of record. If a transfer involves re-handling the goods, such will be subject to a charge.
- (b) The WAREHOUSEMAN may, without notice to the STORER, transfer the goods from the warehouse in which they are stored, and store same in any other warehouse or building of WAREHOUSEMAN, whether owned or leased, and may move the same, or any part thereof, from one location within a building to another.
- (c) The WAREHOUSEMAN may, upon written notice to the Storer of record and any other person known by the WAREHOUSEMAN to claim an interest in the goods, require the removal of any goods by the end of the next succeeding storage month, the WAREHOUSEMAN may sell them in accordance with applicable law.

HANDLING – Section 6

- (a) The handling charge covers the ordinary labor in receiving goods at-warehouse door, placing goods in storage, and returning goods to warehouse door. Handling charges are due and payable on receipt of goods.
- (b) Unless otherwise agreed, labor for unloading and loading goods will be subject to a charge. Additional expenses incurred by the WAREHOUSEMAN in receiving and handling damaged goods, and additional expense in unloading from or loading into cars or other vehicles not at warehouse door will be charged to the STORER.
- (c) Labor and materials used in loading containers, TOFC, COFC and other vehicles are chargeable to the STORER.
- (d) The WAREHOUSEMAN shall not be liable for demurrage or detention, delays in unloading inbound trailers or other containers, or delays in obtaining and loading trailers or containers for outbound shipment unless WAREHOUSEMAN has failed to exercise reasonable care.

DELIVERY REQUIREMENTS – Section 7

- (a) No goods shall be delivered or transferred except upon receipt by the WAREHOUSEMAN of complete written instructions. Written instructions shall include, but are not limited to Facsimile, E-mail or similar communication provided WAREHOUSEMAN has no liability

when relying on the information contained in the communication as received. However, when no negotiable receipt is outstanding, goods may be delivered upon instruction by telephone in accordance with a prior written authorization, but the WAREHOUSEMAN shall not be responsible for loss or error occasioned thereby.

- (b) When goods are ordered out, a reasonable time shall be given the WAREHOUSEMAN to carry out instruction, and if he is unable because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots and civil commotion's, or any reasons beyond the WAREHOUSEMAN'S control, or because of any other excuse provided by law, the WAREHOUSEMAN shall not be liable for failure to carry out such instructions and goods remaining in storage will continue to be subject to regular storage charges.

EXTRA SERVICES (SPECIAL SERVICES) - Section 8

- (a) WAREHOUSEMAN labor required for services other than ordinary handling and storage will be charged to the STORER.
- (b) Dunnage, bracing, packing materials or other special supplies, may be provided for the STORER at a charge in addition to the WAREHOUSEMAN cost.
- (c) By prior arrangement, goods may be received or delivered during other than usual business hours, subject to charge.
- (d) Communication expense including postage, teletype, telegram or telephone will be charged to the STORER if such concern more than normal inventory reporting or if, at the request the STORER, communications are made by other than regular United States mail.

CUSTOM BONDED STORAGE – Section 9

- (a) A charge in addition to regular rates will be made for merchandise stored in Custom Bond.
- (b) Where a warehouse receipt covers goods in U.S. Custom's bond, such receipt shall be void upon the termination of the storage period fixed by law.

MINIMUM CHARGES – Section 10

- (a) A minimum monthly charge to one account for storage and/or handling will be made. This charge will apply also to each account when one customer has several accounts, each requiring separate records and billing.

LIABILITY AND LIMITATION OF DAMAGES – Section 11

- (a) **The STORER hereby agrees to obtain Property insurance to protect the wine and/or property stored at ADOBE CREEK WINE AND STORAGE, LLC for loss or damage. STORER agrees to waive rights of subrogation against ADOBE CREEK WINE AND STORAGE, LLC for any loss to that wine and/or property. Further, STORER agrees to name ADOBE CREEK WINE AND STORAGE, LLC as an Additional Insured as respects to Commercial General Liability, and will provide ADOBE CREEK WINE AND STORAGE, LLC with an Additional Insured endorsement to STORER'S insurance policy showing such coverage. Coverage will not be cancelled without providing ADOBE CREEK WINE AND STORAGE, LLC at least 30 days written notice prior to the date cancellation is to take effect. STORER shall also provide a certificate of insurance indicating the above referenced coverage.**

- (b) **Where loss or damage occurs to stored goods, STORER shall be responsible for the cost of removing and disposing of such goods and the cost of any environmental clean up and site remediation resulting from the loss or injury to the goods.**

NOTICE OF CLAIM AND FILING OF SUIT – Section 12

- (a) Claims by the STORER and all the other persons must be presented in writing to the WAREHOUSEMAN within a reasonable time, and in no event longer than either 30 days after the delivery of the goods by the WAREHOUSEMAN or 30 days after STORER of record or the last known holder of a negotiable warehouse receipt is notified by the WAREHOUSEMAN that a loss or injury to part or all of the goods has occurred, whichever time is shorter.
- (b) No action may be maintained by the STORER or others against the WAREHOUSEMAN for loss or injury to the goods stored unless a timely written claim has been given as provided in paragraph (a) of this section and unless such action is commenced either within six months after date of delivery by WAREHOUSEMAN or within six months after STORER of record or the last known holder of a negotiable warehouse receipt is notified that loss or injury to part or all of the goods has occurred, whichever time is shorter.
- (c) When goods have not been delivered, notice may be given of known loss or injury to the goods by mailing of a registered or certified letter or by facsimile to the STORER of record or to the last known holder of a negotiable warehouse receipt. Time limitations for presentation of claim in writing and maintaining of action after notice begin on the date of mailing of such notice by WAREHOUSEMAN.

LIABILITY FOR CONSEQUENTIAL DAMAGES – Section 13

WAREHOUSEMAN shall not be liable for any loss of profit or special, indirect, or consequential damages of any kind.

LIABILITY OF MISSHIPMENT – Section 14

If WAREHOUSEMAN negligently misships goods, the WAREHOUSEMAN shall pay the reasonable transportation charges incurred to return the misshipped goods to the warehouse. If the consignee fails to return the goods, WAREHOUSEMAN'S maximum liability shall be for the lost or damaged goods as specified in Section 11, above and WAREHOUSEMAN shall have no liability for damages due to the consignee's acceptance or use of the goods whether such goods be those of the STORER or another.

RIGHT TO STORE GOODS – Section 15

STORER represents and warrants that STORER is lawfully possessed of the goods and has the right and authority to store them with WAREHOUSEMAN. STORER agrees to indemnify and hold harmless the WAREHOUSEMAN from all loss, cost and expense (including reasonable attorney's fees) which WAREHOUSEMAN pays or incurs as a result of any dispute or litigation, whether instituted by WAREHOUSEMAN or others, respecting STORER'S right, title or interest in the goods. Such amounts shall be charges in relations to the goods and subject to the WAREHOUSEMAN'S lien.

ACCURATE INFORMATION – Section 16

STORER will provide WAREHOUSEMAN with information concerning the stored goods, which is accurate, complete and sufficient to allow WAREHOUSEMAN to comply with all laws and regulations concerning the storage, handling and transporting of the store goods. STORER will indemnify and hold WAREHOUSEMAN harmless from all loss, cost, penalty and expense (including reasonable attorney’s fee) which WAREHOUSEMAN pays or incurs as a result of STORER failing to fully discharge this obligation.

SEVERABILITY AND WAIVER – Section 17

- (a) If any provision of this receipt or any application thereof, should be construed or held to be void, invalid or unenforceable, by order, decree or judgment of a court of competent jurisdiction, the remaining provisions of this receipt shall not be affected thereby but shall remain in full force and effect.
- (b) WAREHOUSEMAN’S failure to require strict compliance with any provisions of the warehouse receipt shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision(s) of this warehouse receipt.
- (c) The provisions of this warehouse receipt shall be binding upon the STORER’S heirs, executors, and successors and assigns: contain the sole agreement governing goods stored with the WAREHOUSEMAN: and cannot be modified except by writing signed by WAREHOUSEMAN.

THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THIS DATE AND YEAR FIRST HERE AND BEFORE WRITTEN.

STORER: _____ ADOBE CREEK WINE AND STORAGE, LLC

BY: _____ BY: _____

TITLE: _____ TITLE: _____

ADDRESS: _____

APPENDIX A TO TERMS AND CONDITIONS
PERSONNEL AND AUTHORIZATION FORM

AUTHORIZATION FOR WAREHOUSEMAN TRANSACTIONS:

Adobe Creek Wine and Storage, LLC is hereby authorized to act on behalf of _____
_____ (Storer). Bonded Winery # _____

This arrangement will remain in effect until such time that Warehouseman receives written instructions to amend or replace this document. It shall be the sole responsibility of the Storer to change or replace this form.

All warehouse instructions are to be issued in the following manner:

Verbal Instruction

Verbal instruction with written instruction to confirm prior to action

Written instruction, via facsimile

Other: _____

The following Storer personnel shall be authorized to issue instructions:

	NAME	SIGNATURE	TITLE	PHONE
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

Storer Name: _____

Mailing Address: _____

Physical Address: _____

Telephone Number: _____ Facsimile Number: _____

E-mail Address: _____

Personnel and Authorization Form to be in effect: _____

AUTHORIZED SIGNATURE

TITLE