



## Storage Agreement

This Agreement, made as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between Groskopf Warehouse & Logistics (“Warehouseman”, which term includes the officers, employees and agents of Warehouseman), and \_\_\_\_\_ (“Storer”), for the storage of wine and wine products of Storer (the “Goods”) in a warehouse operated by Warehouseman located at 20580 8<sup>th</sup> Street East, Sonoma, CA. 95476. It is mutually agreed by the parties that such storage shall be subject to the terms and conditions set forth herein and the charges per the attached “Schedule of Rates” as amended from time to time.

### 1. Acceptance.

This Agreement and the attached Schedule of Rates must be accepted by Storer either by executing this Agreement and returning it to Warehouseman within fifteen (15) days from the date set forth above or in the absence of written acceptance, by sending Goods to Warehouseman for storage within sixty (60) days from the date set forth above, provided that Warehouseman accepts said Goods.

- a. This Agreement shall be effective from its acceptance by Storer and thereafter until cancelled by one party giving the other party thirty (30) days written notice thereof, and is cancelled automatically if no storage or other services are performed under this Agreement for a period of one hundred and eighty (180) days.

### 2. Shipping.

- a. Storer agrees to notify Warehouseman at least one business day prior to the arrival of Goods for storage pursuant to this Agreement. Storer agrees that Warehouseman is a mere bailee, and Storer shall not ship Goods to Warehouseman as the named consignee. If, in violation of this Agreement, Goods are shipped to Warehouseman as the named consignee, Storer agrees to notify carrier in writing, by certified mail, return receipt requested, with copy of such notice to Warehouseman, that Warehouseman was improperly named the consignee, and has no beneficial title or interest in such property. Storer agrees to indemnify, defend and hold harmless Warehouseman from and against any and all liability, damages, costs, expenses, actions, legal suits, proceedings and claims for unpaid transportation charges, including, without limitation, undercharges of every type and nature in connection with Goods which charges shall be a lien on the Goods.

Groskopf Warehouse and Logistics  
20580 Eighth Street East | Sonoma, California 95476  
Tel. 707-939-3100/800-479-9459 | Fax. 707-939-3112  
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### 3. Tender For Storage.

All Goods for storage shall be delivered to Warehouseman properly marked and packaged for handling. All Goods for storage delivered to Warehouseman not properly marked and packaged will be subject to additional charges.

### 4. Storage Period and Charges.

- a. All charges for storage are per package or other agreed unit per month.
- b. Storage charges become applicable upon the date Warehouseman accepts the Goods, regardless of the state of unloading or date of issue of warehouse receipt.
- c. A full month's storage charge will apply on all Goods received between the first and the fifteenth, inclusive of a calendar month; one-half month's storage charge will apply on all Goods received between the sixteenth and the last day, inclusive of a calendar month. A full month's storage charge will apply on the first day of the next calendar month and each month thereafter on all Goods remaining in storage.
- d. Warehouseman shall prepare Federal and State excise tax reports and make payment of such taxes on Storer's behalf with Storer's funds. Warehouseman will issue Storer invoices for such taxes at the end of each taxable period. Storer shall remit tax payments to Warehouseman by the due date specified on the invoice. Failure by Storer to remit tax payments by the due date may result in penalties and additional costs to be paid by Storer. Storer further agrees that any occurrence of late payment of excise taxes may result in the loss of the in-bond privileges requiring all Goods to be received tax paid. A penalty will be assessed at ten percent (10%) of tax invoice total if tax invoices are not paid by due date.
- e. All invoices are due and payable according to the terms set forth upon the Warehouseman's invoice. Terms set forth in number of days are computed from the date of the invoice, not the date received. Finance charges may be assessed after the due date at 1.5% per month on all past due balances, provided this rate does not exceed the maximum rate allowed by law, in which case, the finance charge rate will be the maximum amount allowed by law.

5. Insurance.

- a. Storer is responsible to insure all Goods delivered to Warehouseman for storage under the provisions of this Agreement and shall provide evidence of such insurance to Warehouseman within thirty (30) days of execution of this Agreement.
- b. Goods are not insured by Warehouseman against loss or damage, however caused.

6. Transfer, Termination of Storage, Removal of Goods.

- a. Warehouseman reserves the right, upon ten (10) days notice, to move at its expense, Goods to any other warehouse operated by Warehouseman.
- b. Warehouseman may, without notice, move Goods within the warehouse in which they are stored.
- c. Warehouseman may, upon written notice as required by law, require the removal of the Goods, or any portion thereof, from the warehouse upon payment of all charges attributable to said Goods, within a stated period, not less than thirty (30) days after such notification. If said Goods are not so removed, Warehouseman may sell them as provided by law and shall be entitled to exercise any other rights it has under the law with respect to said Goods.
- d. If Warehouseman, in good faith, believes that the Goods are about to deteriorate or decline in value to less than the amount of the Warehouseman's lien before the end of the thirty (30) day period referred to in Paragraph 6 ©, Warehouseman may specify in the notice any reasonable shorter time for removal of the Goods.
- e. If, as a result of quality or condition of the Goods of which Warehouseman had no notice at the time of deposit, the Goods are a hazard to other property or to the warehouse or to persons, the goods may be removed and/or disposed of by Warehouseman as permitted by law. All charges related to said removal shall be paid by Storer.

7. Handling.

- a. Handling charges cover the ordinary labor involved in receiving Goods at warehouse door, placing Goods in storage, and returning Goods to warehouse door.
- b. Additional expenses incurred by Warehouseman in receiving and handling damaged or hazardous Goods or in unloading from or loading into cars or other vehicles not at warehouse door will be charged to Storer.



- c. Materials used in loading rail cars or other vehicles are chargeable to Storer.
- d. Warehouseman shall not be liable for demurrage, delays in unloading inbound cars or delays in obtaining and loading cars for outbound shipments unless such demurrage and/or delays are the result of Warehouseman's failure to exercise reasonable care.

#### 8. Release of Goods.

- a. No Goods shall be delivered by Warehouseman to Storer, or its designee, except upon receipt by Warehouseman of complete written instructions properly signed by Storer, provided however that Goods may be delivered, upon Storer's instruction, by telephone in accordance with prior written authorization, provided that Warehouseman shall have no liability for loss or error resulting from oral instructions. See "Appendix A to Storage Agreement".
- b. When Goods are ordered out of storage, a reasonable time shall be given to Warehouseman to carry out such instructions. If Warehouseman is unable to carry out such instructions because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots, and civil commotion, or any other reason beyond Warehouseman's reasonable control, or loss or destruction of Goods for which Warehouseman is not liable, or any other excuse provided by law, Warehouseman shall not be liable for failure to carry out such instructions, and Goods remaining in storage shall continue to be subject to regular storage charges.

#### 9. Extra and Special Services.

- a. Warehouseman labor required for services other than ordinary handling and storage will be charged to Storer at the rates in the attached "Schedule of Rates".
- b. Dunnage, bracing, packing materials, or other special supplies may be provided by Warehouseman for a charge.
- c. Communication expenses, including, but not limited to: postage, facsimile and telephone expenses may be charged to Storer, except expenses incurred for normal inventory reporting.
- d. A month-end computer generated inventory report will be mailed along with each monthly storage/handling invoice.

10. Liability.

- a. Warehouseman shall not be liable to Storer for any loss and/or destruction of and/or damage to Goods stored, unless such loss and/or destruction and/or damage directly resulted from the failure by Warehouseman to exercise such care in regard to said Goods as a reasonably careful person would exercise under like circumstances. In no event will Warehouseman be liable for loss, destruction and/or damage which could not have been avoided by the exercise of such care.
- b. Pursuant to the terms of section 10.(a) above, Storer declares and agrees that the amount of Warehouseman's liability to Storer is limited to "the wholesale value as supported by industry publications" not to exceed \$100.00 per case.
- c. The Warehouseman's liability referred to in Section 10(b) shall be Storer's exclusive remedy against Warehouseman for any claim or cause of action whatsoever relating to loss, damage and/or destruction of Goods and shall apply to all claims including inventory shortage and mysterious disappearance claims unless Storer proves by affirmative evidence that warehouseman converted the Goods to its own use. Storer waives any rights to rely upon any presumption of conversion imposed by law. In no event shall Storer be entitled to incidental, special, punitive, or consequential damages.

11. Notice of Claim and Filing of Suit.

- a. Warehouseman shall not be liable for any claim of any type whatsoever for loss and/or destruction of and/or damage to Goods unless such claim is presented, in writing, within a reasonable time, not exceeding 60 days after Storer learns or, in the exercise of reasonable care, should have learned of such loss, destruction and/or damage.
- b. As a condition precedent to making any claim and /or filing any suit, Storer shall provide Warehouseman with a reasonable opportunity to inspect the goods which are the basis of Storer's claim.
- c. No lawsuit or other action may be maintained by Storer or others against Warehouseman with respect to the Goods unless a timely written claim has been made as provided in Paragraph (a) of this section and unless Storer has provided Warehouseman with a reasonable opportunity to inspect the Goods as provided in Paragraph (b) of this section and unless such lawsuit or other action is commenced within nine (9) months after Storer learns or, in the exercise of reasonable care, should have learned of the loss and/or destruction of and/or damage to the Goods.

#### 12. Lien.

Warehouseman shall have a lien against the goods and on the proceeds thereof for all charges for storage, handling, transportation (including demurrage and terminal charges), labor and other charges present or future with respect to the Goods, advances or loans by Warehouseman in relation to the Goods and for expenses necessary for preservation of the Goods or reasonably incurred in their sale pursuant to law. Warehouseman further claims a lien on the Goods for all such charges, advances and expenses in respect to any other property stored by Storer in any warehouse owned or operated by Warehouseman or its subsidiaries wherever located and whenever deposited and without regard to whether or not said other property is still in storage.

#### 13. Authority.

Storer represents and warrants that it either (i) is the lawful owner of the Goods which are not subject to any lien or security interest of others; or (ii) is the authorized agent of the lawful owner and /or any holder of a lien or security interest and has full power and authority to enter into the agreement incorporated into this Warehouse Receipt. Storer agrees to notify all parties acquiring any interest in the Goods of the terms and conditions of this Warehouse Receipt and to obtain, as a condition of granting such an interest, the agreement of such parties to be bound by the terms and conditions of this Warehouse Receipt.

#### 14. Notices.

All written notices provided herein may be transmitted by any commercially reasonable means of communication and directed to Warehouseman at the address on the front hereof and to Storer at its last known address. Storer is presumed to have knowledge of the contents of all notices transmitted in accordance with this Section within five days of transmittal.

#### 15. Entire Agreement.

This agreement shall constitute the entire agreement between Warehouseman and Storer relating to the Goods and supersedes all existing agreements between them whether written or oral and shall not be changed, amended or modified except by written agreement signed by representatives of Warehouseman and Storer.

#### 16. Waiver of Subrogation

Warehouseman and Storer each waive, release and discharge the other party and its respective officers, directors, shareholders, employees and agents from all claims and /or demands whatsoever which the releasing party may have or acquire arising out of and/or



relating to personal injury and/or property damage, including, without limitation, loss, damage and/or destruction to the Goods, to the extent that the releasing party has valid and collectible insurance coverage for such personal injury and/or property damage, whether such claim or demand may arise because of the negligence or fault of the party being released.

#### 17. Miscellaneous

- a. Fees and Expenses. Storer agrees to pay all fees and expenses of Warehouseman (including, but not limited to attorneys' fees and court costs) incurred by Warehouseman in any action by Warehouseman to collect any of its charges, to enforce its lien or any of its rights under this agreement, or to which it is made a party due to its status as bailee of the Goods.
- b. Binding Effect. Storer agrees that this agreement shall be binding on Storer's heirs, assigns and successors.

#### 18. Warranty of License & Permit Compliance & Indemnification of Warehouseman.

- a. Storer hereby represents and warrants that it has obtained such licenses and permits from such local, state and federal agencies (including, without limitation, the United States Tax and Trade Bureau, and the California Department of Alcoholic Beverage Control) as shall be necessary for Storer to authorize Warehouseman to perform the storage, shipment and other services requested in accordance with this Agreement and that all such licenses and permits are, and will remain, in full force and effect, are current, and are not subject to revocation or suspension. Copies of all of the aforementioned necessary licenses must be forwarded to Warehouseman within thirty (30) days of execution and/or acceptance of this Agreement.
- b. In the event that Storer has failed to obtain, or has suspended or revoked, any license or permit necessary for Storer to authorize Warehouseman to perform the services requested in accordance with this Agreement, Warehouseman shall be expressly indemnified from all costs, expenses and attorneys' fees incurred by Warehouseman as a result of such event. Such costs, expenses and/or attorneys' fees shall be a lien on the Goods as provided for in this Agreement.



- c. Attached as “Appendix B to Storage Agreement” is a summary of “California Department of Alcoholic Beverage Control (ABC) Wine Shipment and Storage Licensing Guidelines”. This Appendix, which is incorporated herein as if fully set forth, summarizes the provisions of California Alcoholic Beverage Law pertinent to ABC licensing responsibilities of Storer of wine products. The failure of Storer to adhere to the guidelines set forth in “Appendix B to Storage Agreement” shall constitute a breach of this Agreement by Storer.

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

_____	Groskopf Warehouse & Logistics
(Storer)	(Warehouseman)
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____