

# **SAFE HARBOUR WINE STORAGE, LLC CONTRACT**

## **A. Charges**

- 1. Rates for storage, as set forth on Schedule A annexed hereto and made part hereof, are per standard size locker. All rates are subject to change upon 15 days written notice to the customer prior to the end of any calendar month or the end of the customer's current contract.**
- 2. Upon execution hereof and upon any subsequent delivery of wine to the storage facility, the Tenant shall pay to the Company storage charges for wine to be stored for the balance of the billing period.**
- 3. A full month's storage charge will apply to all goods received from the 1<sup>st</sup> through the 15<sup>th</sup> of any calendar month and a half months storage charge will apply to wine received from the 16<sup>th</sup> of any calendar month through the last day thereof.**
- 4. Payments for storage will be monthly and are due on or about the first day of every month. Pre-payment of three months is also available for your convenience. Payments are to be made to the Company's address or phoned in if using a credit card. Payments can be check, cash or Credit Card. For your convenience your credit card number can be stored in our secure location and can be used monthly or quarterly per your instructions.**
- 5. If Tenant shall fail to pay when due any rent due and payable hereunder, then interest at the rate of 5.0% per month shall accrue on such unpaid rent from and after the date on which such rent shall be due and payable, and such interest, together with a late charge of \$55.00, shall be paid by Tenant to the Company at the time of payment of the delinquent sum. Payments received by the Company may be applied first to late charges and/or the oldest rentals due, at the Company's sole discretion. If Tenant shall deliver a check to the Company which is dishonored for any reason, Tenant shall pay the Company an additional charge of \$200.00 for the Company's expense in connection therewith, and all future payment hereunder by Tenant shall be made by bank or cashier's check or money order.**
- 6. All unused storage payments will be returned to the Tenant in the form of a credit on the next billing cycle or by check upon the closing of an account only.**

## **B. Tender for Storage and Removal**

- 1. All wine for storage must be delivered by the Tenant to the Company properly packaged for storage and handling and clearly marked with the Tenants name and account number. Pick-up by the Company can be arranged as outlined in Schedule A. All wine will be inspected for leakage prior to storage. All wine will also be inventoried per Schedule A and available to the Tenant.**
- 2. No wine shall be delivered or transferred from the warehouse to anyone other than the Tenant at the address set forth below except upon receipt by the Company of the specific written instructions of the Tenant.**

## **C. Further Services.**

1. This contract along with the Agreement shall apply to any services in addition to the storage of wine rendered by the Company, including but not limited to, pick-up and/or delivery, handling, inventory, appraisal and insurance coverage.
2. Charges for further services are set forth on Schedule B and are subject to change as herein above provided.

### Schedule A

#### Rates and Charges Storage and Handling

1.
  - (a) One storage unit (holds 10-12 cases of wine) ----- \$ 40.00 per month
  - (b) Two storage units (holds 20-24 cases of wine) ----\$75.00 per month
  - (c) Three storage units (holds 30-36 cases of wine) ---\$115.00 per month

Larger storage units and bulk storage available upon request. Please call for pricing.

2. \$3.00 handling fee for each case/package received in or removed from the storage facility.
3. \$2.00 “pulling fee” for each separate bottle pulled from a case/package by the Company at customers request for delivery or a pick up by the Tenant.

#### SET-UP FEE

1. \$95.00 to set-up account and inventory management of wine for one storage unit. Additional inventory management fees will be assessed at \$3.00 per additional case or partial case when larger storage units are rented.

#### PICK UP AND DELIVERY

1. \$20.00 first case picked up or delivered with an additional charge of \$5.00 for each additional case. (\$35.00 minimum charge). This service is available within a 35 mile radius of the Company. All deliveries will be made in our refrigerated and insulated wine carrier.
2. For pick up or delivery anywhere else charges will be quoted upon inquiry.
3. Any pickup and delivery requires a 24 hour notice.

#### WAREHOUSEMAN SERVICES

1. Upon the Tenants request there is a \$45.00 per man per hour charge for services rendered by an employee of the Company with respect to the Tenants wine, including, but not limited to, inspection, inventory (re) packaging, removal, attendance with customers, etc. (1/4 hour minimum charge).

#### PACKAGING MATERIALS

- \$6.50 per corrugated case (12x750ml)• \$12.50 per shipping case (12x750ml)•

Other box sizes available upon request. All service is by mutual arrangement between the customer and the warehouseman and only upon 24 hours prior notice.

## **SCHEDULE B**

### **Premium Coverage Plan**

Under the Premium Coverage Plan your wines in storage at Safe Harbour will be guaranteed against fire, theft, breakage, water damage, flood, earthquake and spoilage due to mechanical failure provided that the wines are properly packed and the contents of each case/package is accurately disclosed. In addition all of these wines will require an appraisal of their value by Safe Harbour Wine Storage, LLC. Value of wine declared by appraisal \$ \_\_\_\_\_

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Signature \_\_\_\_\_

Tenant Name: \_\_\_\_\_ (Printed)

### **FEES**

Appraisal Fee: 3% of the appraised value of the wine

Premium Coverage Plan Fee: \$30.00 per month

**All changes in coverage declaration upon written request by Tenant only.** All cases/packages rendered to the Company for storage under the terms of Schedule B have to be appraised by Safe Harbour Wine Storage, LLC. This is to verify the contents for accurate insurance records. All cases/packages received for storage under Schedule B will be entered into the inventory management system based upon, box markings, packing slip with actual box or case contents. Due to the complexity of many wine labels the Company will not be responsible for errors made while recording an inventory of such cases/packages. All cases/packages are subject to appraisal by Safe Harbour Wine Storage, LLC. **All charges for "coverage" must be paid by the first of the month. Failure to pay the premiums within 30 days will result in cancellation of coverage.**

### **Premium Coverage Plan**

It is recommended that the Tenant secure insurance covering the wines in storage. If the Tenant wishes to have the wine covered for loss or damage through the Company, please so indicate by signing at the place designated on Schedule B. Wine so protected will be covered for risk of loss to fire, theft, breakage, water damage, flood, earthquake, and spoilage due to mechanical failure provided however the wine is properly packed and the contents of each case/package has been appraised and inventory taken. Covered wine will either be replaced, or the lower fair market value or declared value thereof will be paid to the Tenant, to be determined by the Company.

### **Basic Storage Plan**

**Under the Basic Storage Plan, the Tenant hereby releases Safe Harbour Wine Storage, LLC and the landlord from any and all liability whatsoever for any loss or damage regardless of the cause thereof, to the wine stored. The Tenants wine is stored at the sole risk of loss or damage from any and all causes. I, the Tenant, have read and agree to all the terms and conditions of the Agreement and Contract listed above. I understand that by signing below I am choosing the Basic Storage Plan and understand and agree that I will assume all risk for my wine stored at Safe Harbour Wine Storage, LLC. Accordingly, Safe Harbour Wine Storage, LLC and the landlord will not be required to furnish insurance coverage or any guarantee of any kind for my wines at Safe Harbour Wine Storage, LLC. I agree that Safe Harbour Wine Storage, LLC., and the landlord will not be responsible for, and I hereby release Safe Harbour Wine Storage, LLC and the landlord from any liability for loss or damage to my wine while in their custody UNLESS I HAVE SIGNED ON THE PAGE MARKED 'SCHEDULE B' FOR THE PREMIUM COVERAGE PLAN OFFERED BY SAFE HARBOUR WINE STORAGE, LLC.**

Date \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_ SHWS Authorized Signature

Tenant Signature \_\_\_\_\_

Tenant Name (in print) \_\_\_\_\_

Tenant Acct. number \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

E-mail \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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I was referred by: \_\_\_\_\_

Date: \_\_\_\_\_ 20 \_\_\_\_ I decline Premium Coverage Plan on Schedule B

Tenant Initials: \_\_\_\_\_