

# 55 DEGREES AGREEMENT

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# 55°

Napa Valley's Premier  
Wine Storage & Concierge Service

This is a Self-Service Rental Agreement under the provisions of the California Self-Storage Facility (California Business and Professions Code Section 21700 and following). This rental space is a temperature-controlled environment for the sole purpose of storing wine.

## Platinum Level Membership 6 month term 1 year term

Lessor agrees to lease to Lessee(s) a locker or lockers for the rate of **\$80 per locker per month**. Terms are for six months or one year. **Payment shall be made in advance**. Lockers hold 10 standard cases, two owners per account are allowed at this level.

- Free use of [www.Club55Degrees.com](http://www.Club55Degrees.com), our 24/7 online access website.
  - View your inventory
  - Submit Transfer Requests
  - Email notices every time wine is received
  - Email volume notices anytime your locker is 90% full
- Free Consolidation of locker contents
- Zero Fees for processing or receiving wine.
- Free Pick-ups in Napa and Sonoma Counties

Lockers renew automatically if Lessor is not notified by the tenth (10<sup>th</sup>) day of the last month Lessee plans to store wine at 55 DEGREES. Renewal rates are subject to change without notice upon expiration of existing term. **Wine that is received and exceeds a locker's capacity will automatically result in the purchase of another Platinum locker.**

## Silver Level Membership 6 month term 1 year term

Lessor agrees to lease to Lessee(s) a locker or lockers for the rate of **\$60 per locker per month**. Terms are for six months or one year. **Payment shall be made in advance**. Lockers hold 10 standard cases, and two owners per account are allowed at this level.

**A processing and handling fee of (\$10) will be billed on receipt of wine (\$4) inventory (\$3) in (\$3) out.**

- Free use of [www.Club55Degrees.com](http://www.Club55Degrees.com), our 24/7 online access website.
    - View your inventory
    - Submit Transfer Requests
    - Email notices every time wine is received
    - Email volume notices anytime your locker is 90% full
  - Free Consolidation of locker contents
- Napa Valley pick-ups** of wine are \$25 for the first unit/box as packaged by each winery and \$5 for each additional unit/box from the same winery.
- Sonoma County pick-ups** of wine are \$35 for the first unit/box of wine as packaged by each winery and \$5 for each additional unit/box from the same winery.

Locker renewal is automatic if Lessor is not notified by the tenth (10<sup>th</sup>) day of the last month Lessee plans to store wine at 55 DEGREES. Renewal rates are subject to change without notice upon expiration of existing term. **Wine that is received and exceeds a locker's capacity will automatically result in the purchase of another Silver locker.**

## Bulk Level Membership

Lessor agrees to lease to Lessee, Bulk Storage Space for a minimum of one month at the rate of **\$24 per unit/box**. This first-month fee is for rental, **(\$8) handling (\$8) inventory (\$4) in (\$4) out**. Payment is charged when your wine arrives. If you have no wine here, there are no fees. Units/boxes in storage are charged at the rate of **(\$8) per unit/box per month after the first month**. Renewal rates are subject to change without notice upon expiration of existing term. Your account stays open for a two year term or as long as you remain active. **Only one owner per account is allowed at this level.**

All Bulk member 'wine in' charges are based on a per unit/box fee as packaged by the winery. A unit/box can consist of one bottle of wine in one box or one case of wine packaged in one box. These charges are determined by the number of units/boxes delivered to, or picked up by 55 Degrees.

**Napa Valley pick-ups** of wine are \$25 for the first unit/box as packaged by each winery and \$5 for each additional unit/box from the same winery. **Sonoma County pick-ups** of wine are \$35 for the first unit/box of wine as packaged by each winery and \$5 for each additional unit/box from the same winery.

**Terms:**

1. Written notices under this lease require that correspondence be to the addresses shown on this contract for the Lessor and Lessee(s). It is the Lessee's responsibility to inform 55 Degrees of address, email, fax, phone number, and credit card changes.
2. For membership, 55 DEGREES requires a valid credit card, email address or fax number, and a photo ID.
3. When charging for services, declined credit cards will be assessed a \$25 fee per occurrence.
4. All boxes/units delivered by the Lessee, or Lessee's Agent to 55 Degrees, must be properly packaged for storage and handling and clearly marked with the Lessee's name as it appears on the contract.
5. All Bulk and Silver members 'wine in' charges are based on a per unit fee as packaged by the **winery**. A unit can consist of one bottle of wine packaged in 1 box or one case of wine packaged in one box. These charges are determined by the number of units/boxes delivered to, or picked up by 55 Degrees.
6. Personal Pick Up from your locker(s) is restricted to normal business hours with a 48-hour notice required. Warehouse hours are 8:30 a.m. to Noon and 1:00 p.m. to 4:30 p.m. Lessees must have a photo ID and a signature on file. Lessee's Agent must have written permission and show a photo ID before access to lockers will be allowed. Personal Pick Up requests are prepared on a first come first serve basis and require no less than 48 hours to prepare. Orders requested less than 48 hours in advance are subject to an Expedite Fee. The Expedite fee will reflect the time it took to prepare the order as determined by our warehouse staff.
7. Transfer Requests are prepared on a first come first serve basis and require up to two weeks to prepare. Orders requested less than two weeks in advance are subject to an Expedite Fee. The Expedite fee will reflect the time it took to prepare the order as determined by our warehouse staff.
8. Customized Selection of Wine for Transferring Out: Those wanting a personal selection of wines from their locker(s) or bulk space prior to transferring out will be charged a \$6 per-box/unit-fee for this service, and is determined by how many boxes must be handled to fulfill the order. Customized Selection fees are over and above normal handling fees for all levels.
9. A Restocking Fee of \$6 per box will be assessed for wines not picked up by client or client's agent, or when a transfer is cancelled.
10. In-house transfer and consignment fees are \$6 per box; foreign wine inventory fees are determined per request.

**Lien:**

1. Any account overdue by 30 or more days will be locked by 55 Degrees and the contents of locker(s) or bulk storage will not be made available until the account is paid in full.
2. 55 Degrees can sell Locker contents for storage fees or other charges if fees remain outstanding 60 days after written notice to Lessee. The proceeds of such sale shall first be applied to any indebtedness owing to 55 Degrees and to any costs and expenses incurred with respect to the goods, the sale, and any efforts to collect such indebtedness. Any excess shall be remitted to the Lessee.
3. The enforcement of the lien is authorized by the provisions of the California Self-Storage Facility Act which is found at Chapter 10 of Division 8 of the Business and Professions Code of the State of California (Section 21700 and following or under any other provision of law.)

**Liability:**

1. Lessor assumes no liability whatsoever, regardless of the level of membership of the Lessee, for any loss or damage, regardless of the cause thereof, to the goods stored. Goods are stored at the Lessee's sole risk of loss or damage from any and all causes, including damage due to Lessor's handling of Lessee's wine, and according to the California Self-Storage Facility Act.
2. Lessee shall maintain insurance covering any loss or damage to Lessee's wine. Upon request, Lessor will suggest to the Lessee a broker claiming to be knowledgeable in providing insurance coverage for wine.
3. Lessor will be held harmless in the event of any natural disaster.
4. Lessor shall not be responsible for loss or damage due to deterioration of the wine for any cause.

**Lessee Information:** Please fill out this form completely and check the appropriate boxes.

**Bulk**

**Silver**

**Platinum**

Credit Card Type: \_\_\_\_\_

Credit Card #: \_\_\_\_\_

Exp: \_\_\_\_\_

**Lessee #1:** \_\_\_\_\_ **Date Of Birth** \_\_\_\_\_  **Copy of photo ID is attached**

Print Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

Credit Card Type: \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Exp: \_\_\_\_\_

**Lessee #2: *For Silver and Platinum Memberships ONLY*** \_\_\_\_\_  **Copy of photo ID is attached**  
**Date Of Birth** \_\_\_\_\_

Print Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

**I understand and agree to all of the Terms, Liens, and Liability items. (Please read Page 2 of this contract)**

**Your Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**I would like to receive your emails about wine offerings throughout the Napa and Sonoma Valleys and hear about your Concierge Services.** You will have access to exclusive winery releases, brand new wines and wineries from Napa & Sonoma Valleys and wines from up and coming new winemakers. You will also be able to participate in our local Charity Wine Auctions by making proxy bids on wines and exclusive events and taking part in our in-house selling, trading, and sharing of wine allotments with other members. **Your email address will not be sold or traded.**

For Office Use Only: Lessor Signature: \_\_\_\_\_ Date: \_\_\_\_\_