



BULK WINE STORAGE AGREEMENT

This Wine Storage Services Agreement (“Agreement”) is made between 55 Degrees LLC, a California limited liability company (“55”), and the client identified on the signature page to this Agreement (“Client”):

Bulk Level Plan includes:

- \$30 fee **per box** for first month. \$12 **per box** thereafter. (Monthly rental fees are calculated per box; no Wine = no fees).
- Month-to-month rental plan, with automated billing every three months.
- Access to Club 55 online inventory management system.
- Online arrangements for Wine transfers and/or personal pick-up services.
- Pick-up services:
Napa County ONLY: \$40 fee for the first box and \$7 for each additional box from same location.
- Up to two authorized owners allowed per account.

55° will provide temperature-controlled warehousing, storage, handling, and related services for wine tendered by Client from time to time (“Wine”) under this Agreement. 55° shall provide these services at its warehouse facility located at 1210 Church Street, St. Helena, CA 94574 or at its nearby facility located at 1078 Fulton Lane, St. Helena, CA 94574.

Terms of Agreement:

- 55° requires a valid credit card, photo ID, signature, residential and email address on file. It is the Client’s responsibility to inform 55° of any changes to this information.
- Online Transfer and Personal Pick-Up Requests are processed on a first-come, first-served basis and require up to 48-hour advance notice.
- Personal pick-ups are allowed during normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and Saturday by appointment.
- Any Wine delivered to 55° on behalf of Client, must be properly packaged for storage and handling and clearly marked with the Client’s name as it appears on the Agreement.
- Renewal rates are subject to change without notice upon expiration of existing term.

* Box = 1-12 bottles as packaged by the winery

Lien:

1. Any account overdue by 30 or more days will be locked by 55° and the contents of locker(s) will not be made available until the account is paid in full.
2. If an account remains overdue for sixty (60) days after Client has been notified, 55° has the right to sell locker contents. The proceeds of such sale shall be first applied to any indebtedness owing to 55° 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 Client.

Liability:

1. Risk of Loss; Client to Insure. As a material consideration to this Agreement, Client and 55° agree that Client shall insure all of Client’s Wine for all risk of loss from any cause whatsoever. **Client shall obtain its own insurance policy through its own insurance agent or carrier for all Wine subject to this Agreement.** The Wine will not be insured by 55° for the benefit of Client against any risk whatsoever including fire, theft, loss or any other casualty
2. 55° will be held harmless in the event of any natural disaster.
3. 55° shall not be held responsible for loss or damage due to deterioration of the Wine for any cause.

Primary Client Information

Primary Client (print name) _____

Address _____

City/State/Zip _____

Primary Phone # _____ Alternate Phone # _____

Email address _____

I understand and agree to all of the Terms, Liens, and Liability conditions.

I would like to receive your emails. You will have access to exclusive winery releases, brand new wines and wineries throughout Napa and Sonoma Valleys, as well as wines from up and coming new winemakers. **Your email address will never be shared, sold or traded.**

REFERRED BY: _____

Signature: _____ Date: _____

(Bulk)

Secondary Client Information

Secondary Client (print name) _____

Address _____

City/State/Zip _____

Primary Phone # _____ Alternate Phone # _____

Email Address _____

Billing Information

Credit card type: _____

Card number: _____

Expiration date: ____ mm ____ yyyy

Please return completed document along with a photo ID via fax to (707) 963-5281 or scan and email to info@fiftyfivedegrees.com

For Office Use Only:

55° Authorized Signature: _____ Date: _____
Karen Aldoroty, Manager

(Bulk)