

Terms and Conditions for Services :

1. This is a self-service rental agreement under the provisions of the California Self-Storage Association (CA Business and Professions Code 21700) and the following:
All Ways Cool (Lessor),
and _____
(Lessee), hereby agree as follows:

Standard Contract:

Lessor agrees to lease, to Lessee, storage space in the Lessors Climate Controlled Storage facility at the rate of \$4/case per month. In addition, a one time handling fee of \$8/case will be charged to cover charges associated with receipt, storage, and preparation for shipment of the Lessee's products. This fee may be waived if AWC does the shipping. In addition, if directed by the Lessee, AWC will pickup wine for Lessee based upon the following rate structure:

Sonoma County: \$6 per package Napa Valley: \$10 per package

If the Lessee becomes delinquent in paying the administrative and handling, monthly storage, or authorized pickup charges for a period of 10 days, the Lessee grants the Lessor the right to take possession of any or all property therein, subject to remedy described in part 3 of this contract.

Preferred Contract:

Lessor agrees to lease to lessee individual storage lockers within the Lessors Climate Controlled Wine Storage Facility at the rate of \$35/month for a single locker. Additional cases will be charged a reduced storage rate of \$3/cs, per month. Locker rentals are contracted for a term of one year, payable in advance, and are for the sole purpose of storing wine and wine related products. The lease term shall commence _____, and ends _____, unless renewed prior to the end date.

Under the Preferred contract, Lessee will not be charged administration and handling costs, but will be financially liable for authorized pickups of wine by the Lessor.

1. Terms

- a. For ease of ingress, egress, and privacy, Lessee need not provide Lessor with an inventory.
- b. Any written required notice under this lease shall be to the addresses shown below for Lessor and Lessee.
- c. Lessor accepts no responsibility whatsoever for the identify of the owner of such goods or the contents of any package.
- d. The facility is climate controlled and the temperature will not exceed 60 degrees.

2. Tender for Storage and Removal

- a. All goods for storage must be delivered to the Lessor's storage facility properly packaged for storage and handling and clearly marked with the Lessee's name.

- b. Lessor assumes no liability, whatsoever, for any loss or damage due to, among other causes, Lessor's handling of Lessee's wine products and according to the California Self-Storage Facility Act(Sect. 5a)

3. Lien

- a. Lessor claims a lien against all goods delivered herewith, or any time hereafter, for storage by the Lessee and upon the proceeds of any sale thereof, for storage and service charges, and for any and all costs and expenses incurred in the maintenance of the goods and their sale pursuant to law.
- b. Any account overdue by 30 or more days will be locked by Lessor and contents of locker(s) or bulk storage will not be made available to Lessee until the account is paid in full.
- c. Any goods for which storage or other charges remain outstanding 60 days after notice thereof may be sold by Lessor. The proceeds of such sale shall first be applied to any indebtedness owing to Lessor 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.
- d. The enforcement of the lien is authorized by the provisions of the CA 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 the law).

4. Liability

- a. Lessor assumes no liability whatsoever 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 Act.
- b. Lessee shall maintain insurance covering any loss or damage to Lessee's wine.

Lessee:

Name:_____

Contract type:_____

Address:_____

City/State/Zip_____

Phone:_____ Fax:_____

Credit Card#:_____ Exp._____

E-mail:_____