



SOBRANTE WINE SYSTEMS

This Velcorin Dosing Agreement (“Agreement”) is made and entered into between Sobrante Wine Systems, LLC (“Mobile Wine Services”) and the Winery whose name appears on the Velcorin Dosing Work Sheet (“Winery”), on the Velcorin Dosing Work Sheet.

- **Services** - Mobile Wine Services will perform Velcorin Dosing services (“Services”) for Winery using Velcorin, a TTB and FDA approved microbial control agent. Mobile Wine Services utilizes a Burdomat II-Velcorin-Dosing Unit, (“Dosing Unit”) to perform this service. The service to be specified in the Velcorin Dosing Work Order (“Work Order”), which is incorporated into and constitutes a part of this Agreement. Mobile Wine Services will render such services on the terms set forth in this Agreement, and will render different or additional services only if they are specified in a separate written Agreement with Winery.
- **Scope, Timing** - Mobile Wine Services will provide services for the quantity of wine specified in the Work Order. All services will be performed on site at the Winery on the dates set forth in the Work Order; therein (“Date of Dosing”). Mobile Wine Services will provide one employee to operate the dosing unit.
- **Fee** - Winery will pay Mobile Wine Services the fee set forth in the Work Order. Payment in full will be due ten days after completion of service. Amounts not paid within 15 days will be subject to a finance charge of 1.5% per month. Winery will also be liable for expenses incurred by Mobile Wine Services in collecting any amount due under this Agreement, including without limitation attorneys’ fees.
- **Termination, Modification** - The parties may terminate or modify this Agreement, including rescheduling the Service Dates, only by mutual written consent. They will exercise good faith in attempting to accommodate a request by either party to reschedule or modify. If they cannot reach Agreement, then the party seeking to reschedule or modify the Agreement will be liable to the other party for liquidated damages in a sum equal to one third of the total amount due under the fees if the request to reschedule or modify was made 60 or more days prior to the initial Service Date, two-thirds of the amount due under the fees if the request was made between 16 and 59 days prior to the initial Services Date, and the full amount due under the Quote if the request was made 15 or fewer days prior to the initial Service Date.
- **Insurance** - Winery will maintain a comprehensive general liability insurance policy in effect, at its own expense, covering its wine, materials and equipment during the Services Dates, including the transport of wine to and from the Winery. Coverage shall be not less than \$1,000,000 per claim and \$2,000,000 aggregate. Winery and Mobile Wine Services will maintain workers’ compensation coverage as required by law for their respective employees. The parties acknowledge and agree that they will not provide such coverage for each other’s employees.
- **No Warranty on Results** - Mobile Wine Services will perform the services under this Agreement in a reasonable and professional manner, but there is no warranty as to merchantability of the fitness of purpose made in this Agreement. Mobile Wine Services does not warrant the results of the Velcorin dosing process employed by it under this Agreement. There are no other warranties, express or implied, under this Agreement.



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Acceptance of Contract:

The above prices, specifications, and conditions are satisfactory and are hereby accepted. I, as Agent of the above stated winery, authorize Sobranate Wine Systems to perform work as specified and payment is due upon outline without exception.

Dated: _____

Signature: _____

Executed at, _____ California on the day and year first above written.

Sobranate Wine Systems

By _____
Raymond Smith

CUSTOMER

By _____