

**Vintage Wine Warehouse**  
**1630 Cody Avenue, Ridgewood, NY 11385**  
**Tel: (212) 245 4889 Fax: (212) 354-6869**

Our 1921 industrial concrete building, originally designed to store food perishables for United Grocers, offers natural temperature control - ideal for storing wine. Easy parking allows the convenience of direct access to the premises when desired.

**We Guarantee:**

Vintage Wine Warehouse offers a high quality, full service temperature/humidity controlled wine storage facility. Below ground level, our poured concrete cellar has natural humidity levels of 70% and is equipped with 40 tons of refrigeration. This insures a stable environment - perfect for the aging of your valuable investment.

Cases will be protected in strictly limited access surroundings, by a state of the art 24hour, digitally recorded, multiplex camera network, and a central station that monitors burglar, fire and temperature alarms at all times. This ensures the protection, maintenance, and integrity of your valued wines for optimal enjoyment when that special occasion arrives.

Enjoy the good life. Make the most of Vintage Wine Warehouse, where "wine storage is our only business and has been for nearly 20 years." At 1630 Cody Avenue, Ridgewood, New York - two blocks from the L train (Halsey Street).

For more information call: 212.245.4889 Ext. 1.

Sincerely yours,

Tony Leventhal  
Manager and Cellar Master  
Vintage Wine Warehouse

**Hours of Operation**

For depositing cases/packages only  
Monday through Friday 8:30AM-6: 30 PM  
Saturday 10AM-4PM

All withdrawals are by appointment only.

Contract Details  
Insurance Details



## **Schedule A**

CONTRACT 2008

### **Rates and Charges**

#### **Storage and Handling**

- a) \$1.70 per case/package stored per month. \$1.60 per case/package stored per month above 99 cases.  
(Minimum monthly charge of \$10.00)  
(6 month minimum charge to open account)  
(\$2.60 charge per case/package if determined by warehouseman to be oversized)
- b) \$2.00 handling fee for each case/package received in or removed from warehouse.
- c) \$2.50 "pulling fee" for each separate bottle pulled from a case/package by the warehouseman at customers request for delivery or a pick-up by the customer.
- d) Individual storage cases/packages not properly marked with a numerical sequence number shall be opened and inventoried at a charge of \$0.65 per line item with a \$2.00 minimum per case/package open box charge.
  - o Due to the complexity of many wine labels the warehouseman assumes no responsibility for errors made while recording the inventory for such cases/packages

#### **Pick Up and Delivery**

- a) \$3.50 per case/package picked up or delivered within Manhattan below 125<sup>th</sup> street.  
(\$10.50 minimum charge)
- b) For pickup or delivery anywhere else charges will be quoted upon inquiry.

#### **Warehouseman Services**

Upon the customers request there is a \$50.00 per man per hour charge for services rendered by an employee of the warehouseman with respect to the customers wine, including, but not limited to, inspection, inventory (re) packaging, removal, attendance with customers, etc. (1/4 hour minimum charge)

#### **Packaging Materials**

\$7.00 per corrugated case (12 x 750ml)

\$13.50 per shipping case (12 x 750ml)

\$9.50 per shipping case (6 x 750ml)

**Other box sizes are available upon request.**

**All service is by mutual arrangement between the customer and the warehouseman and only upon 72 hours prior notice.**



## CONTRACT 2008

### Vintage Wine Warehouse, Inc. (The Warehouseman)

#### 1. Charges

- (a) Rates for storage, as set forth on Schedule A annexed hereto and made part hereof, are per case or package per month. All rates are subject to change upon 15 days written notice to the customer prior to the end of any calendar month.
- (b) Upon execution hereof and upon any subsequent delivery of goods to the warehouse, the Customer shall pay to the Warehouseman storage charges for goods to be stored for the balance of the current billing cycle.
- (c) 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 1/2 months storage charge will apply to all goods received from the 16<sup>th</sup> of any calendar month through the last day thereof.
- (d) The customer will be invoiced in 6 month cycles on January 1<sup>st</sup> and July 1<sup>st</sup> for any unpaid charges which may have accrued prior there to and for storage and coverage fees for the ensuing months (less any applicable credits). Invoices not satisfied in full within 30 days are subject to a delinquency charge of 2% per month and will subject the goods to sale as provided herein.
- (e) **All unused storage payments will be returned to the customer in the form of a credit on the next billing cycle or by a check upon the closing of an account only.**

#### 2. Tender for Storage and Removal

- (a) All goods for storage must be delivered by the Customer to the warehouse properly packaged for storage and handling and clearly marked with the Customers name and account number indicated below. The Warehouseman accepts no responsibility whatsoever for the identity of the owner of such goods or the contents of any case or package.
- (b) No goods shall be delivered or transferred from the warehouse to other than the Customer at the address set forth below except upon receipt by the Warehouseman of the specific written instructions of the Customer.

#### 3. Further Services

- (a) This agreement shall apply to any services in addition to the storage of goods rendered by the Warehouseman, including, but not limited to, pick-up and/or delivery of the goods, handling or inventory.
- (b) Charges for further services are set forth on Schedule A and are subject to change as herein above provided.

#### 4. Lien

- (a) The Warehouseman claims a lien against all goods delivered herewith, or at any time hereafter, for storage by the Customer, 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) The Warehouseman may sell any goods for which storage or other charges remain outstanding 90 days after notice thereof. The proceeds of such sale shall first be applied to any indebtedness owing to the Warehouseman 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 customer.
- (c) The customer hereby waives all requirements of notice advertisement and disposition of proceeds required by law with regard to and furtherance of the Warehouseman's lien.



**5) Premium Coverage Plan**

- (a) It is highly recommended that the customer secure insurance covering the goods in storage. If the customer wishes to have the goods covered for loss or damage through the Warehouseman, please so indicate by signing at the place designated on Schedule B annex.

Goods so protected will be covered for risk of loss due to fire, theft, breakage, water damage, flood, earthquake, and spoilage due to mechanical failure provided however the goods are properly packed and the contents of each case/package is accurately disclosed. Covered goods lost or destroyed will either be replaced, or the lower of fair market value or declared value thereof will be paid to the Customer, to be determined at sole discretion of the Warehouseman.

- o **All cases/packages will be inspected for verification of contents by the Warehouseman**

**Basic Storage Plan**

- a) Under the Basic Storage Plan, the customer hereby releases the Warehouseman (Vintage Wine Warehouse) and the Landlord from any and all liability whatsoever for any loss or damage regardless of the cause thereof, to the goods stored. This will apply to both goods in storage or goods in transit by the warehouseman and all of their agents. Goods are stored and transported at the Customers sole risk of loss or damage from any and all causes.

**I, the customer, have read and agree to all the terms and conditions 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 goods stored at Vintage Wine Warehouse (VWW). Accordingly, VWW and the landlord will not be required to furnish any insurance coverage or any guarantee of any kind for my goods stored at VWW or transported by VWW or any of their agents.**

**I agree that VWW and the landlord will not be responsible for, and I hereby release VWW and the landlord from any liability for loss or damage to my goods while in their custody unless I have signed on the page marked "Schedule B" for the Premium coverage Plan offered by VWW.**

Date: \_\_\_\_\_20\_\_

Date: \_\_\_\_\_20\_\_

Date: \_\_\_\_\_20\_\_

\_\_\_\_\_  
VWW Authorized Signature

\_\_\_\_\_  
Customer Signature

I decline Premium Coverage Plan on Schedule B

\_\_\_\_\_  
Customer Acct Number:

\_\_\_\_\_  
Customer Name (in print)

\_\_\_\_\_  
Customer Initials

I was referred by:

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

\_\_\_\_\_  
Name (please include full name)

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

Yellow Pages

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

Morrell Catalogue

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

Morrell Web Site

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

**Mandatory Payment Information**

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

\_\_\_\_\_  
Credit Card sec #

\_\_\_\_\_  
Credit Card exp date



Vintage Wine Warehouse - 1630 Cody Avenue, Ridgewood Queens, NY 11385

## **Vintage Wine Warehouse Premium Coverage Plan**

**Does your homeowners insurance completely cover your wine in storage?**

**Is your valuable wine investment properly insured?**

**Is your wine collection covered for its full value against fire, theft, breakage, water damage and a host of other catastrophes?**

**Is this coverage provided without a deductible?**

These are important questions to ask. If your wine is currently covered by a standard HO-3 form homeowners policy you should be aware that your homeowners policy probably does not provide the above specialty coverage for your wine collection. In addition your homeowners policy limits the amount of coverage provided for personal property stored away from your home to 10% of your personal property limit (i.e. if you have \$100,000 of personal property coverage you are limited to \$10,000 for property stored away from your home).

It is for these reasons that we highly recommend taking advantage of the new Premium Coverage Plan offered by Vintage Wine Warehouse. Under the Premium Coverage Plan your wine can be totally covered against loss by fire, theft, breakage, water damage, flood, earthquake, and spoilage due to mechanical failure. Prices for coverage are as listed below as follows:

**1.85% of the value of the goods declared by the customer per year.**

**1.50% of the value of the goods declared by the customer per year when storing \$1,000,000 or more.**

**1.25% of the value of the goods declared by the customer per year when storing \$2,000,000 or more.**

With wine prices around the world spiraling out of control we advise that you have your collection covered by Vintage Wine Warehouse for its full value.

If you currently have your wine properly insured we highly recommend you purchase an additional amount of coverage through Vintage Wine Warehouse so that your wine is covered for the difference in the deductible on your insurance policy. This will help cover your wine against loss for smaller incidents such as single bottle breakage.

**Remember that \$10,000 worth of coverage is only \$185 a year!**

**A small price to pay for peace of mind.**



## Schedule B

### Premium Coverage Plan

Under the Premium Coverage Plan your wines in storage at Vintage Wine Warehouse will be guaranteed against fire, theft, breakage, water damage, flood, earthquake and spoilage due to mechanical failure provided however the goods are properly packed and the contents of each case/package is accurately disclosed. Covered goods lost or destroyed will be either replaced, or the lower of fair market value or declared value thereof will be paid to the Customer at the sole discretion of the Warehouseman.

Value of goods declared by customer \$ \_\_\_\_\_

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

Date \_\_\_\_\_

Customer Signature

Customer Name: \_\_\_\_\_

Customer Acct #: \_\_\_\_\_

Please Print)

### Fees

1.85 of value of goods declared by customer per year

1.50% of value of goods declared by customer per year when storing \$1,000,000 or more

1.25% of value of goods declared by customer per year when storing \$2,000,000 or more

All changes in coverage declaration upon written request by customer only.

All cases/packages rendered to the Warehouseman for storage under the terms of Schedule B must include a packing slip/invoice/inventory sheet that discloses the contents of each case/package. If one is not included an "open box charge" will be implemented by the Warehouseman.

All cases/packages received for storage accounts under Schedule B will be entered into the inventory control by the Warehouseman based on

- **The markings on the outside of the box**
- **An enclosed packing slip/invoice disclosing the contents of box**
- **Or the actual contents of the box.**

**(To be determined by the Warehouseman.)**

Due to the complexity of many wine labels the Warehouseman will not be responsible for errors made while recording an inventory of such cases/packages.

All cases/packages are subject to inspection to verify contents by the Warehouseman.

All charges for "coverage" must be paid in advance before the due date posted on the invoice.

Billing cycle for "coverage" is in six-month increments on January 1<sup>st</sup> and on July 1<sup>st</sup>

Failure to pay premiums within 30 days of billing date will result in cancellation of coverage.

A condition of any settlement will be that the customer shall relinquish title to the warehouseman of any salvage.

**Unused portion of prepaid "coverage" will be returned to the customer as a credit on the following billing cycle or by a refund check on the closing of an account only.**