

PRIVATE STORAGE LOCKER RENTAL AGREEMENT

This agreement (henceforth referred to as “the Agreement”) dated _____, 20 _____, is made between France 44 Liquors, Inc. (“the Company”) and _____, with an address at _____, in the City of _____ in the State of _____ (“the Customer”).

Customer Phone Number _____

Customer E-mail Address _____

Notice and Billing – Any correspondence sent by the Company to the Customer regarding the Agreement shall be sent in writing to the address listed above, or to the revised Address of Record as provided in writing to the Company by the Customer.

Any and all correspondence sent by the Customer to the Company regarding the Agreement shall be sent in writing to:

France 44 Liquors, Inc.
Attn: Wine Storage
4351 France Ave S
Minneapolis, MN 55410

Customer Initials

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Company Initials

As a matter of convenience, but not for any matters of record, Customer and Company may correspond via telephone, email or facsimile. Any such correspondence shall not take the place of written correspondence as required in the body of this Agreement, which shall be delivered in person or via the United States Mail or common carrier.

Fees – The fees for storage, receiving, shipping and any other handling or service charges, are described in the Fee Schedule, attached to the Agreement. The Customer agrees and acknowledges that the Fee Schedule is subject to change upon thirty (30) days written notice by the Company to the Customer, mailed by United States Mail, or Common Carrier, to the address on record.

Rental fees are invoiced on a monthly basis, in advance, and are non-refundable. Service charges are invoiced as incurred and are payable in full upon receipt of invoice. After thirty (30) days, the Company may charge the Customer interest and penalties as shown in the Fee Schedule. Furthermore, if the Customer fails to pay an outstanding balance for ninety (90) days, the Customer agrees to additionally pay the Company all reasonable attorney, court, arbitration and/or mediation and collection fees as allowed by law in the State of Minnesota.

Fees are to be paid by the Customer to the Company in the manner described in the Fee Schedule.

Access and Handling – The Company is providing to the Customer one or more self-contained storage lockers. The Customer shall have personal access to their lockers during the Company’s regular business hours.

Delivery or removal of products is the responsibility of the Customer. It is recommended that the Customer make arrangements with the Company for a mutually convenient time. However, the Company will make a good faith effort to accommodate the Customer at any time during the Company’s business hours.

The Company may refuse access to the Customer if any unpaid balance is outstanding for services rendered, until such time as all unpaid balances are remedied by the Customer.

The Customer may arrange with the Company to receive and/or ship products to or from their storage lockers. The Customer agrees that the Company will act in good faith and with all due care to handle their products, but understands and affirms that the Company shall accept no liability or fault in any harm that may occur at any point in the handling of said product. Additionally, the Customer agrees to pay the Company, as described in the Fee Schedule, for any services rendered. The Customer also agrees that the Company may open, inspect and / or reject any package shipped on the Customer's behalf to the Company. If, at the Company's sole discretion, a package received on behalf of the Customer is in poor condition, the Company may repackage it, discarding any of the affected original packaging in question, and charge the appropriate fee as listed in the Fee Schedule.

Termination – The Customer may terminate this Agreement at any time, upon payment of all outstanding fees to the Company. The Company may terminate this Agreement on ten (10) business days prior written notice to Customer. The Customer shall notify the Company in writing within ten (10) business days to make arrangements to collect their stored contents, or as to where the Customer's stored contents are to be delivered, so long as said location is allowed by law. The Customer shall be responsible for paying all necessary shipping and handling fees prior to release and shipment of stored contents.

Warehouseman's Lien – The Company reserves the right to claim a lien against any product stored at the Company's facility by the Customer in the event that the Customer's Storage Fees remain in arrears for a period of one hundred twenty (120) days. The Company may liquidate the Customer's stored contents following thirty (30) days written notice to the Customer. The proceeds of such a sale shall first be applied to any indebtedness owing to the Company, next to any costs and expenses incurred with respect to the sale of the Customer's stored contents, then to any efforts to collect such indebtedness. Any excess shall be remitted by check to the Customer. The Customer waives all requirements of notice, advertisement and disposition of proceeds required by law with regard to and in furtherance of the Warehouseman's Lien.

Assigns and Successors – The terms and conditions of the Agreement shall apply to and any and all assignees, heirs, and successors of either party. The Company shall only be required to recognize assignees, heirs or successors of the Customer upon written legal notice, and shall be granted a period of not less than ten (10) business days to review such written notice before releasing the Customer’s contents, barring any claims by the Company onto the Customer’s stored contents. The Customer releases the Company from any and all liability for releasing Customer’s stored contents upon receipt of appropriate written notice of assignment.

Suitability of Stored Contents – The Customer agrees and affirms that the facility offered for private storage by the Company is intended for the storage of alcoholic beverages. The Customer shall not store anything at the Company’s facility other than alcoholic beverages. Furthermore, the Customer shall not store anything inflammable, combustible, explosive or dangerous, nor anything with an objectionable odor. The Customer shall not store anything in the Company’s facility nor bring anything onto the Company’s property that is in violation of any order or requirement imposed by any board of health, sanitary department, police department or other government agency or in violation of any other legal body or statute.

The Customer affirms and agrees that the Company has the right to inspect contents of any crate or package brought onto its premises, whether or not it is sealed. The Company shall take every reasonable precaution in performing any inspection but shall not be liable for diminution of value resulting from said inspection.

Indemnification – The Customer hereby indemnifies and holds the Company, its officers, directors, partners, agents, employees and assigns harmless from all claims for loss or damage to property caused by the acts or omissions of the Customer.

Limitation of Liability – The responsibility of the Company for any loss or damage to the Customer’s stored contents while in the possession of the Company shall be limited to damage caused by the Company’s gross negligence. The Company shall not be held liable for any damage caused to the Customer’s stored contents by flooding, fire, water damage, encroachment from other Customers’ stored contents, earthquake, hurricane, tornado or any other severe weather, vibration, sprinkler leakage, terrorist act, force majeure, insect or rodent infestation, acts of God, seizure or other acts of civil or military authority, insurrection, riot, strike, enemies of the government, criminal actors, inadequate packing, temperature or humidity changes, latent defects in the Customer’s bottles or from any cause beyond the reasonable control of the Company.

The Customer affirms and agrees to carry their own insurance policy to cover the value of their stored contents. THE COMPANY’S MAXIMUM LIABILITY FOR ANY CLAIM BY THE CUSTOMER SHALL BE ONE HUNDRED (100) UNITED STATES DOLLARS PER CASE. The Customer shall look to their own insurance company for indemnity before making any claim on the Company. The Company shall not be required to make any payments to Customer until (a) written proof of collection from the Customer’s insurance company is presented to the Company; and (b) certified proof of loss is likewise provided to the Company. In any event, the Customer agrees to limit their claim of liability to the maximum expressed in the Agreement.

The Customer hereby waives any right of subrogation against the Company, its officers, directors, agents and employees. No action may be maintained by the Customer against the Company for loss or damage to the stored goods covered by the Agreement unless commenced within twelve (12) months from the date of loss. The Company shall in no event be liable for consequential or special damages resulting from the loss or damage to any property (including but not limited to stored alcoholic beverages).

Miscellaneous – The Agreement represents the entire and only agreement between the parties herein and overrides all prior negotiations, representations, contracts, agreements, or any other written or oral communications. The Agreement does not create a partnership, employment or agency relationship between the parties. The Agreement is governed by the laws of the State of Minnesota. EACH PARTY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW TRIAL BY JURY OF ALL CLAIMS RELATING TO THE AGREEMENT. Each party consents to the exclusive jurisdiction and venue of court in Hennepin County, Minnesota for all disputes relating to the Agreement.

No term of the Agreement may be waived, modified or amended without a writing executed by both parties. If any term of the Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall continue in full effect.

The Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. The Agreement may also be executed via facsimile, which shall be deemed an original.

Signature page follows.

PRIVATE STORAGE LOCKER RENTAL SIGNATURE PAGE

Locker ID # / Category	Locker ID # / Category	Locker ID # / Category	Locker ID # / Category

The Customer

Printed Name _____

X _____ Date _____

I agree to the terms and conditions as described in the preceding Agreement.

Payment by Credit Card

Credit card information is voluntary and intended for Customers who wish to have their credit card automatically billed for fees incurred pursuant to the Agreement. By providing such information, the Customer hereby authorizes France 44 Liquors, Inc. to process charges per the Agreement to their Credit Car and agrees to pay these charges per their respective Credit Card Agreements.

Credit Card # _____ Expires ____ / ____

Name as it appears on the Card _____

Billing Address _____

City _____ State _____ ZIP _____

Approved by France 44 Liquors, Inc.

X _____ Title _____ Date _____

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Company Initials

PRIVATE STORAGE LOCKER RENTAL FEE SCHEDULE
Effective July 1, 2019

Private Locker Fees

Category	Monthly Fee	Approximate Capacity
Small	\$36.99 + tax	12 cases (\$3.08/case)
Medium	\$49.99 + tax	18 cases (\$2.78/case)
Large	\$89.99 + tax	36 cases (\$2.49/case)
Small Bay	\$189.99 + tax	80 cases (\$2.38/case)
Large Bay	\$249.99 + tax	120 cases (\$2.08/case)

Capacities listed are based upon a standard-sized 12-bottle US cardboard case. The capacity and price per case shown are for convenience only. No guarantee of capacity nor per-case pricing is offered. Lockers are leased as-is. Any shelving to be added or other modification to a locker must be approved in advance by the Company.

Setup and Handling Fees

- The Company shall provide individual padlocks for each locker. The Customer shall pay a deposit of \$20 per lock, returnable upon satisfactory termination of the agreement and sound condition of the lock.
- The Company will receive shipments of alcoholic beverages on behalf of the Customer and place these shipments into the Customer's locker(s) for a fee of \$3 per case. The Company will make a good-faith effort to fit the case into the Customer's existing locker(s). If this is not feasible, The Company will initiate a new rental in the smallest available locker and notify the Customer in writing as soon as possible, but at most within ten (10) business days. The Customer agrees to pay for all expenses pursuant to the lease of this additional locker.
- At the Customer's request, the Company will ship the Customer's stored cases at a fee of \$5 per case, plus shipping costs, including specialized packaging as necessary. This will only be done if the Customer's account is in good standing. The Customer understands that all shipping is done at Customer's own risk and the Company accepts no liability for any loss or damage.
- At the Customer's request, the Company can offer labor at a rate of \$50 per hour, per person; billed on the half-hour (or fraction thereof). This labor can be used to assist in moving, consolidating, researching or inventorying product. However, the Customer shall indemnify and hold harmless the Company and any agents thereof in the execution of any requested work by the Customer.

Customer Initials

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PRIVATE STORAGE LOCKER RENTAL TERMINATION

Locker ID # / Category	Locker ID # / Category	Locker ID # / Category	Locker ID # / Category

The Customer

Printed Name _____

Address _____

City _____ State _____ ZIP _____

X _____ Date _____

I attest and affirm that I am ending my storage arrangement with France 44 Liquors, Inc. and hereby release the Company from all claims and responsibilities.

Approved by France 44 Liquors, Inc.

X _____ Title _____ Date _____

France 44 Liquors, Inc. attests and affirms that the Customer has satisfied all obligations and debts to the Company and hereby releases the Customer from all claims and responsibilities.

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Company Initials
