



**AT**  
Mobile Bottling Line

**AT** Mobile Bottling Line, LLC.

**T: 707.257.3757**

**F: 707.224.4641**

john@atmbl.net

www.atmbl.net

413 St. Andrews Dr. | Napa, CA 94558

## **CONTRACT #1 Line**

**A T Mobile Bottling Line, LLC** (ATMBL) agrees to perform bottling services for:

Wine Country Web Services (Client).

- Fill, Cork, Foil, Label, Screw Cap/ZORK: Estimated # of Cases \_\_\_\_\_.
- Filters to be determined by Work Order attached as Exhibit A. (Work Order)
- Bottling specifications and requirements attached as Exhibit B. (On web page)

### **Fees and Charges**

- Charges for bottling services, set-up fees, filtration and any other options will apply per Exhibit A.
- One free bottle change will be allowed for each day of bottling. There will be a Change-Over Fee of \$300 for every change after the first. Additional minimum case charges may apply as per Exhibit A.

The set-up date will be: \_\_\_\_\_

The bottling services date will be provided: \_\_\_\_\_

A non-refundable deposit of \$ \_\_\_\_\_ is payable on execution of this Contract.

**Amount (\$500/day)**

In the event the scheduled bottling services date is cancelled by Client, we will make every effort to re-schedule the date with another client. The deposit will be applied to the next run if we are able to do so.

Please remit signed Contract, Deposit and Exhibit A by \_\_\_\_\_ to guarantee your reservation. The Contract balance is due and payable at the time bottling services are completed.

### **Client agrees to provide the following:**

- 3 phase, 220 volt, 100 amp (Hubbell no. 4100R9W or comparable) or 480 volt, 60 amp (Hubbell no. 460R7W or comparable) electrical service, or a 60KW 240/3 phase 100 amp generator.
- Labels specs per our website http: **www.atmbl.net**
- All packaging material Corks/Capsules and/or Screw Caps/ZORKS.
- Forklift with driver.
- Minimum of seven (7) workers for standard 12 pack cases and additional crew as needed.
- Access to wine, supplies and crew for entire work day.
- One (1) person designated to determine QC decision making on bottling & provide supplies, sanitize hoses and pumps and related tasks.

Any bottling service not completed due to malfunction of the bottling line and/or by the Client will be completed in a commercially reasonable manner. Payment for bottling services must be remitted at the time of completion. ATMBL does not make any representation or warranty as to the quality or grade of the wine and cannot guarantee sterility or appropriateness of the raw materials supplied by the Client. ATMBL reserves the right to charge \$400/hour of down time caused by the client or \$400/hour for packages requiring longer bottling operations. ATMBL reserves the right to cease production on packages that create a safety hazard for staff or whose raw material is not compatible with each other or our equipment. The terms set forth on the reverse side of this Contract are incorporated into this Contract and made a part hereof. The person signing this Contract on behalf of Client represents and warrants to ATMBL that he is duly authorized to execute and deliver this Contract on behalf of Client.

**Client Wine Country Web Services**

**A T Mobile Bottling Line, LLC**

By: \_\_\_\_\_

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

By: John Davis \_\_\_\_\_

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

1. ATMBL will bottle, label and/or package Client's wine in a customary manner consistent with the terms and conditions set forth in this Contract including any exhibit attached hereto which is hereby made a part of this Contract. ATMBL shall have no liability for the condition of Client's wine including without limitation alterations in wine stability or other wine quality related aspects. Wine stability standards, wine filtration, and other wine making procedures and protocols will be under the sole direction of Client.
2. Client shall defend, hold harmless and indemnify ATMBL against and/or for any and all claims, costs, expenses, liabilities or legal causes of action arising from the quality, suitability, and/or condition of Client's wine, packaging materials and/or other material and/or equipment supplied and/or provided by Client including without limitation any and all claims asserted under any product liability theory. ATMBL is not responsible for and expressly disclaims all liability for any defect or other problem with glass, corks and labels including without limitation label discoloration, label distortion, and/or label adhesion, unless caused by ATMBL's gross negligence or willful misconduct.
3. Client agrees that ATMBL shall not be liable for any incidental, consequential, punitive, reliance or special damages or any lost profits which may be incurred by Client for any reason whatsoever. Client hereby agrees that ATMBL's sole liability for any and all claims arising out of this Contract shall be limited to the amounts actually paid to and received by ATMBL under this Contract or the cost or wholesale market value of Client's bottled wine, whichever is less, less any recovery or salvage value.
4. In the event ATMBL is compelled to reduce or suspend its operations or to cease performance of its obligations hereunder because of the passage of any laws or regulations, or because of any legal or administrative proceedings of any governmental agency, court or administrative order, strikes, boycotts, lockouts, other labor disturbances, interruption of power, or loss of bottling capacity for reasons outside ATMBL's reasonable control, acts of God, terrorism, floods, fire, explosion or other catastrophe; then ATMBL while so affected shall be relieved from performing its obligations hereunder and ATMBL shall have the right to terminate this Contract upon written notice to Client.
5. Any charges for bottling services payable hereunder and not paid when due shall be subject to a finance charge of 1.5% per month, or 18% annually.
6. Client promises to pay the reasonable costs, expenses, and attorneys' fees paid or incurred by ATMBL in connection with the collection of amounts due under or enforcement of this Contract, whether or not suit is filed, and the costs of suit and such sum as a court may adjudge as attorneys' fees in any action to enforce payment under this Contract or any other obligation under this Contract.
7. In the event of "Rain" Client is responsible for setting up protection to keep package, wine cases, case goods and bottling line dry.
8. Capsules should settle onto bottle under their own weight.

Client: \_\_\_\_\_  
          Initials

ATMBL:   JD  \_\_\_\_\_  
          Initials