



SONOMA CAST STONE
CONCRETE WINE TANKS

LEASE AGREEMENT / 240-GALLON CONCRETE NuBARREL®

**COMPLETE THE FORM AND FAX TO (707) 283-1899
OR EMAIL TO SALES@SONOMASTONE.COM**



THIS NUBARREL LEASE AGREEMENT dated this _____ day of _____, 202__

BETWEEN: Sonoma Cast Stone Corporation (the LESSOR)

AND _____ (the LESSEE)

1. LEASE

The Lessor agrees to lease __ NuBarrel(s) to the Lessee, in accordance with the terms set out in this Agreement.

2. TERM

The Agreement commences on the receipt of the lease payment and continues on a year-to-year basis until cancelled by the Lessor or purchased or cancelled by the Lessee.

3. LEASE

The lease provides NuBarrel Concrete Tanks, also referred to as "property".

4. LEASE AMOUNT

The lease for each NuBarrel is \$1,800.00 per year plus any applicable taxes.

5. RESIDUAL VALUE

The residual value of each NuBarrel is \$8,055.00

6. PURCHASING

1. The Lessee may apply 50% of the accumulated lease payments towards the purchase of the leased NuBarrel(s). The purchase price is the residual value plus any fees, taxes, and expenses related to this purchase.
2. The Lessee may apply 50% of the accumulated NuBarrel lease payments towards the purchase of any other of the Lessor's concrete wine tanks.

7. DELIVERY

The Lessee is responsible for freight scheduling and freight cost for the NuBarrel(s) shipping to the point of usage and for the freight scheduling and freight cost for the return of the NuBarrel(s) at the conclusion of the lease to the Lessor.

8. NUBARREL USE

1. Lessee agrees to limit the use of the NuBarrel(s) to the practice of fermenting and/or aging wine, beer or spirits and no other usage.
2. Lessee agrees to use the NuBarrel(s) according to the Lessor's requirements and recommendations and will be responsible for the care and condition of the leased product to avoid excessive wear and tear charges upon the return of the leased NuBarrel(s).
3. Unless the Lessee obtains the prior written consent of the Lessor, the Lessee will not alter, modify, or attach anything to the Equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the Equipment.

9. OWNERSHIP

1. The NuBarrel(s) is (are) the sole property of the Lessor.
2. The Lessee will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner.

10. LOSS AND DAMAGE

The Lessee is responsible for the loss, theft, damage, or destruction to the NuBarrel(s) from any cause. Should such a loss occur, the Lessee will be responsible for a factory approved repair or the purchase of the damaged NuBarrel(s).

11. INDEMNITY

The Lessee will indemnify and hold harmless the Lessor against all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and costs, arising out of or related to the Lessee's use of the NuBarrel(s).

12. DEFAULT

Failure to make payment within 30 days of invoice, or a breach of any of the conditions of this agreement is considered an agreement default.

13. REMEDIES

In the event of a Lessee default, the lease is terminated, and the Lessor is entitled to immediate payment of outstanding lease payments, without the need for additional notice and the paid return of the leased property.

14. ENTIRE AGREEMENT

This Agreement will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either Party except to the extent incorporated in this Agreement.

15. ADDRESS FOR NOTICE

Service of all notices under this Agreement will be delivered personally or sent by registered mail or courier to the following addresses:

Lessor: Sonoma Cast Stone, 133 A Copeland St, Petaluma, CA 94952

Lessee: _____

16. GOVERNING LAW

It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California without regard to the jurisdiction in which any action or special proceeding may be instituted.

17. SEVERABILITY

1. If there is a conflict between any provision of this Agreement and the law of the State of California the law will prevail, and such provisions of the Agreement will be amended or deleted as necessary to comply with the law. Further, any provisions that are required by the law are incorporated into this Agreement..
2. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by both Parties subsequent to the expungement of the invalid provision.

18. GENERAL TERMS

1. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns, as the case may be, of each Party to this Agreement.
2. Neither Party will be liable in damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections, natural disasters, such as earthquakes, hurricanes or floods and/or any other cause beyond the reasonable control of the Party whose performance is affected.

_____ (Lessee)

_____ (Position)

_____ (Company)

_____ (Date)

_____ (Lessor)

_____ (Position)

Sonoma Cast Stone Corp. (Company)

_____ (Date)