

**Ball Bottling Contract**  
**ballbottling707@yahoo.com**  
**www.ballbottling.com**

**PO BOX 957, Loomis, Ca 95650**  
**707-292-9575**

The winery and all its agents agree to fully exonerate, indemnify, defend and save Ball Bottling LLC and its officers and employees harmless from or against all claims or actions, be it in tort, contract, law or equity which in any way relates to, pertains to or directly or indirectly arises from any services provided by Ball Bottling (and all expenses incidental to the defense of any such claims or actions) arising out of loss, damage or injury to bottled product or persons other than Ball Bottling's employees in connection with, or arising directly from the operations to be carried out hereunder. This shall apply to all claims, losses, injury and/or other damages.

Ball Bottling assumes no responsibility for the biological stability of the bottled product. The winery must assume full responsibility of the line sterility, packaging methods, bottle fill level, cork vacuum, label accuracy and placement, and all items related to the bottled product.

Wines should be Bottle Ready upon arrival. This includes polish or sterile filtration's if needed. Pad filtration in line to the truck is not permissible. Wines should be at least 58 degrees Fahrenheit to assure proper fill and prevent condensation. The Winery is to designate 1 person responsible for any decisions regarding Bottling, Quality Control and Bottling Approvals. This person is responsible for wine hose sanitation and bringing wine and supplies to the truck. All packaging materials and supplies should be on the Winery premises prior to our arrival and be in good useable condition. The Winery is responsible for cleanliness of glass and Integrity of cases. Case labels and date stamp need to be provided by the Winery. Ball Bottling is not responsible for any packaging materials that are substandard, unclean or otherwise out of specifications.

Ball Bottling is constantly monitoring equipment functions and packaging materials to insure overall package quality; however the Winery Designated Representative is responsible for insuring the overall quality control of the wines and packaging. The Winery Designated Representative is responsible for providing for and insuring the monitoring of O2, SO2, fill height, cork insertion, vacuum levels, proper label placement and overall package quality and accuracy on a timely and regular basis. In the event of a problem the Winery Designated Representative is responsible for communicating immediately the situation to Ball Bottling staff.

Ball Bottling uses a GAI 6030 Duel Station Labeler. Labels are outside wind, left off (wind #4). Labels will be applied as close to specifications as possible however, a 2 millimeter variance should be expected occasionally due to imperfections in glass and/or labels.

Ball Bottling will impose an hourly rate for downtimes due to winery related problems. This includes packaging materials not being provided on time, improper wine filtration, shortage of labor or any other reason regarding winery operations as they effect the bottling process. In return, Ball Bottling will reimburse the winery for labor expenses incurred by the winery due to downtime caused by Ball Bottling's equipment failure or personnel. Ball Bottling will reimburse the winery only for bottling staff at a rate of not more than \$15.00 per hour with a maximum of (4) four hours. Hourly rates will also be imposed if line speeds are reduced to less than 175 cases per hour due to package or personnel.

Payment is expected by check at the end of services rendered. If payment cannot be issued at the end of services, with prior arrangement, a grace period may be granted of up to 30 days. After the agreed upon payment date, a 1% charge will be added to the cost for each day payment is late. Any check declined will incur an additional fee of \$50.00.

We take pride in our bottling trailer. To ensure it looks and performs as it did when we arrived at your winery, any damage to the trailer or its parts caused by the winery, it's employees, temporary or permanent, by forklift or otherwise, will be the wineries responsibility to repair or replace at Ball Bottling's option.

**I HAVE READ THE ABOVE AND AGREE TO THE PRICES AND TERMS AS STATED ABOVE AND IN THE WORK ORDER AND PRICE SHEET AND ACCEPT AND AGREE TO ALL OF THEM.**

COMPANY \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
TITLE \_\_\_\_\_ DATE \_\_\_\_\_